

CITY OF NEWTON
PURCHASING DEPARTMENT

CONTRACT FOR PUBLIC WORKS

PROJECT MANUAL:
SNOW PLOWING SERVICES
(37 ROUTES IN 5 CATEGORIES)
REQUEST FOR QUOTE #10-11

SEPTEMBER 2009
David B. Cohen, Mayor

CITY OF NEWTON

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**CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR QUOTE# 10-11**

The City of Newton invites sealed QUOTE from CONTRACTOR(S) for

**Snow Plowing Services
(37 ROUTES IN 5 CATEGORIES)**

Pre-bid meeting will be held: **12:00 p.m., September 17, 2009**

RFQ will be received until: **12:00 p.m., September 24, 2009**

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for QUOTE all QUOTE received within the time specified will be publicly opened and read aloud.

Contract Documents will be available on line at: www.ci.newton.ma.us/bids or for pickup at the Purchasing Department after: **10:00 a.m., September 10, 2009**. There will be no charge for contract documents.

The City offers a minimum annual guarantee for each individual category (please reference specifications for minimum payments).

The contract term shall be for one (1) snow season, the term shall extend from **October 1, 2009 through June 30, 2010**. In addition, the City, at its sole discretion, shall have the **option to extend** the contract for **two additional one year terms**, at the prices stated in the CONTRACTOR(S)'s quote. In order to exercise its options the City will notify the Contractor(s) no later than August 1st.

Bidders must enter a quote for each line item within a Category and for each YEAR (1,2,3) within that Category. Multiple contracts may result from this RFQ as contracts may be awarded on a per Category basis.

Surety is not required with this RFQ. **QUOTE must be submitted with one original and one copy.**

The successful proposer will be required to furnish a **Performance Bond** in the amount of 100% of the contract total.

Municipalities in Massachusetts are not required by law to carry out public bidding for contracts for snowplow services. Interested vendors should take note that the provisions of the bidding laws DO NOT APPLY to this Quote. In order to obtain the service with the highest value, the City of Newton has voluntarily undertaken this competitive Quote. The City also reserves the right to engage in negotiations with CONTRACTOR(S) after the QUOTES are opened.

The City of Newton will be the sole judge of whether or not a quote meets the criteria of this Open Solicitation, and its decision shall be final. The City of Newton will be the sole judge of whether or not a particular quotation has the highest value for the City of Newton compared to other quotation based on the selection criteria, and its decision shall be final.

It is the sole responsibility of the CONTRACTOR(S) downloading bids from www.ci.newton.ma.us/bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Dept. (617) 796-1227 or email to purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION TO BID NUMBER. Any questions regarding this bid must be submitted in writing and faxed to the Chief Procurement Officer (617) 796-1227.

The City of Newton's Purchasing Dept. will convert to an email notification system of all upcoming public bids effective July 1, 2009. If you wish to receive notification of bids, please email us your company information to purchasing@newtonma.gov otherwise you may view all City of Newton public bids online at www.ci.newton.ma.us/bids.

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids in whole or in part, if it be in the public interest to do so.

CITY OF NEWTON
Re Cappoli
Chief Procurement Officer
September 10, 2009

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____

2. WHEN ORGANIZED: _____

3. INCORPORATED? ☒ YES ☐ NO DATE AND STATE OF INCORPORATION: _____

* 4. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

* 5. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?

☐ YES ☐ NO

IF YES, WHERE AND WHY?

* 6. HAVE YOU EVER DEFAULTED ON A CONTRACT? ☐ YES ☐ NO

IF YES, PROVIDE DETAILS.

* 7. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

8. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHOULD BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____

OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? ☐ YES ☐ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? ☐ YES ☐ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? ☐ YES ☐ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

9. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CITY OF NEWTON
DEPARTMENT OF PURCHASING

QUOTE FORM #10-11

- A.** The undersigned proposes to furnish all labor and materials required in accordance with the Contract Documents supplied by the City of Newton entitled:

Snow Plowing Services – 37 ROUTES IN 5 CATEGORIES

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

- B.** This quote includes addenda number(s) _____, _____, _____, _____,

- C.** The TOTAL proposed contract price is:

Category 1 (TOTAL OF YEARS 1, 2, 3) \$_____

Category 2 (TOTAL OF YEARS 1, 2, 3) \$_____

Category 3 (TOTAL OF YEARS 1, 2, 3) \$_____

Category 4 (TOTAL OF YEARS 1, 2, 3) \$_____

Category 5 (TOTAL OF YEARS 1, 2, 3) \$_____

Company: _____

Mileage for each category can be found on page 22.

- D.** The undersigned has completed and submits herewith the following documents:

- ☐ Category 1-5 Price Quote Forms, 15 pages
- ☐ Appendix C – 1 page
- ☐ Proposers Qualification Form and References (2 pages)
- ☐ Quote Form, signed (2 pages)

- E.** The undersigned agrees that, if selected as general CONTRACTOR(S), s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this quote and furnish a performance bond and also a labor and materials or payment, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the City of Newton and each in the sum not less than 100% of the contract price, the premiums for which are to be paid by the general CONTRACTOR(S) and are included in the contract price.

The undersigned further certifies under the penalties of perjury that this quote is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of Proposer)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone)

/_____
(FAX)

(E-mail address)

NOTE: If the proposer is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

**CITY OF NEWTON
DEPARTMENT OF PUBLIC WORKS**

SNOW PLOWING SERVICES
(37 Routes in 5 Categories)
2009-2010 Season

QUOTE REQUIREMENTS

Instructions to Quote Submitters:

1. This package constitutes the quote in which your quote is to be entered. This quote must be submitted in a sealed envelope.
2. Be sure to provide all the information required.
3. Be sure to sign the quote.
4. You must also complete Appendix C. Failure to do so may result in the quote being deemed unresponsive.
5. You must provide price quotes for each item within a category, and for each of the contract years (2009 through 2012). Quote prices must be written in both words and figures. All entries in the quote must be clear and in ink. You should insert computed totals in the spaces provided for totals.
6. Quotes will be received until **12:00 p.m., September 24, 2009** at the Purchasing Department, Room 204, Newton City Hall, Newton, MA 02459. Immediately following the deadline for quotes all quotes received will be publicly opened and read aloud.

- | |
|---|
| <p>7. Contracts for snowplow services are exempt from the provisions of Massachusetts's law regarding municipal bidding. The City of Newton has chosen to undertake this procurement on an open and competitive basis. Interested contractors should take notice that the right is reserved to reject any and all offers and to make award as may be determined to be in the best interest of the City of Newton. The City also reserves the right to engage in negotiations with contractors after the QUOTE are offered. Any contract made will be subject to appropriations and grants to meet payment hereunder.</p> |
|---|

DEPARTMENT OF PUBLIC WORKS
SPECIFICATIONS FOR SNOW PLOWING SERVICES
CATEGORY 1 – 5, 37 ROUTES

2009 – 2010 SEASON

1. General.
- 1.1 The City of Newton intends to enter into a contract with a competent and responsive CONTRACTOR(S) to perform snow plowing on several of the City of Newton's streets in the manner described herein.
- 1.2 The CONTRACTOR(S) must supply sufficient trucks and plows to clear, in a timely manner, each route that is awarded. At a minimum, this equates to 1.5 pieces of equipment per route as awarded. The allowable pieces of equipment that qualify is listed in section 8. All equipment intended for use in snow plowing City streets will be required to pass an inspection administered by the City.

Main streets and additional streets that are identified in the Detail Plow Routes Schedules under each category must be kept open on a continuous basis during plowing operations. At a minimum, this equates to 4 pieces of equipment in Categories 1, 3, 4, and 5; and in Category 2, at a minimum, to 2 pieces of equipment.
- 1.3 The specific streets for each route is listed in Appendix A and shown on the maps included in this scope of work. The CONTRACTOR(S) must supply sufficient equipment to cover and clear each route.
- 1.4 The City reserves the right to treat each route independently and to give special attention to one or more routes at any given time.
- 1.5 In consideration of the need to reserve equipment, the City will guarantee a minimum payment (see schedule below) for the attached Schedule depicting the routes for this contract in each snow season, provided that the CONTRACTOR(S) performs the services of this contract to the satisfaction of the city.

1.5.a Minimum Payment Schedule

Category 1 = \$34,000.00	Category 4 = \$16,000.00
Category 2 = \$19,000.00	Category 5 = \$22,000.00
Category 3 = \$25,000.00	

2. Term of Contract.
- 2.1 The award(s) of this contract shall extend from day of contract execution through June 30, 2010. In addition, the City shall have the option, at its sole discretion, to extend the contract for two additional one year terms, at the prices stated in the CONTRACTOR(S)'s quote. In order to exercise its option the City will notify the CONTRACTOR(S) no later than August 1st of each year.
3. Basis of Award.
- 3.1 The award will be given to the best-qualified CONTRACTOR(S) per CATEGORY. The City intends to award based on the quote that best meets the needs of the City per category.
- 3.2 The best-qualified CONTRACTOR(S) will be judged on previous experience, type and amount of equipment available; and the 3-year offer that best fits the financial goals of the City of Newton.

- 3.3 The City through the Commissioner of Public Works may award a contract after review with those offering the most competitive QUOTE.
- 3.4 The City expects to complete its award within 30 days of receipts of bids.
4. Rejection of QUOTE and Limit of Award.
- 4.1 Proper snow plowing is important to public safety and welfare. Therefore, the City reserves the right, at its sole discretion, to reject any, or all, quotes as it may determine to be in the best interest of the City. The CONTRACTOR(S) acknowledges that the burden of proof rests with the CONTRACTOR(S) to show that the CONTRACTOR(S) can meet the requirements of this contract.
- 4.2 The City may reject an RFQ from any CONTRACTOR(S) who:
- A. Has a history of failing to provide timely, quality, and complete service on snow plowing, or other contracts with the City of Newton or with any other municipality or agency;
 - B. Proposes the use of equipment which the city considers to be substandard, or proposes to use a subcontractor(s), with a history of failing to meet the City's request for service, or to perform in a satisfactory manner on snow plowing, or other contracts.
5. Responsibilities of the CONTRACTOR(S).
- 5.1 The CONTRACTOR(S) shall provide sufficient vehicles, equipment and operators to plow City streets in a timely manner. The City sets forth the following responsibilities, which the CONTRACTOR(S) accepts as conditions of this contract. The list provided below is not intended to be all-inclusive.
- 5.2 The CONTRACTOR(S) accepts responsibility to do the following in accordance with this scope of work and Instructions from the Commissioner of Public Works:
- 5.2.1 Completely familiarize himself with the quote documents;
 - 5.2.2 Completely familiarize himself with the plow routes in Appendix A;
 - 5.2.3 Submit a properly completed quote, which includes submitting specified bid security;
 - 5.2.4 Submit evidence at the time of quote, satisfactory to the City, that the proposer can fulfill the requirements of the contract. Such evidence must include, but need not be limited to:
 - A. Size and condition of CONTRACTOR(S)'s facilities;
 - B. A proposed equipment schedule for completing snow plowing of the routes listed in Appendix A
 - C. A list of municipalities, or other agencies, for which the CONTRACTOR(S) has performed work of similar scope to this scope of work. The list shall include the names and telephone numbers of individuals in each municipality, or agency, who the City may contact to verify the CONTRACTOR(S)'s performance.

5.2.5 Upon award, the following must be supplied to the Purchasing Dept. with signed contracts within 14 calendar days

- A. A valid proof of ownership, or lease, for each vehicle. Valid proof of ownership, or leasehold interest in one of the following:
 - 1. A Certificate of Title, or;
 - 2. A current state vehicle registration.
- B. Submit certificates of insurance as stated elsewhere in this contract document.
- C. A plan assigning specific vehicles to each of the routes for which a contract is awarded.

5.3 Responsibility for Vehicle Inspections:

- 5.3.1 The CONTRACTOR(S) accepts full responsibility to provide each vehicle, plow and piece of equipment to the City for inspection at the City's Crafts Street Garage. The inspection will occur during a period designated by the City. Tentative plans are for this to occur between September 15 and November 1 of each year of the contract.
- 5.3.2 The CONTRACTOR(S) must schedule the inspections through the City's Superintendent of Equipment, either in writing or by calling 617-796-1480. The Crafts Street Garage will be open from 8:00 a.m. through 2:30 p.m., Monday through Friday. Failure to schedule an inspection shall be deemed to be solely the fault of the CONTRACTOR(S).
- 5.3.3 Vehicles, plows and equipment, at the time of inspection and during all snow plowing operations, must fully meet all conditions set forth in this contract. If a vehicle, plow, or piece of equipment does not pass inspection, the CONTRACTOR(S) may modify it and request a re-inspection, or supply another vehicle, plow, or piece of equipment, after notification of the substitution to the Commissioner of Public Works or his designee and receiving his/her authorization to make a substitution. The City will inspect substitute vehicles, plows, or equipment prior to being used on a operation. The CONTRACTOR(S) will not be provided a third opportunity for a vehicle, plow or piece of equipment to pass an inspection.

5.4 Responsibilities for Vehicles, Plows, Equipment and Operators.

- 5.4.1 The CONTRACTOR(S) must provide and properly maintain, in good working condition, the vehicles, plows and equipment for the entire contract term. They must meet all conditions set forth in this contract. Vehicles, equipment and operators must meet all Commonwealth of Massachusetts licensing, registration, and safety and emissions requirements. The CONTRACTOR(S) must, at any time upon the request of the City, provide proof of operator licensing and motor vehicle registration.
- 5.4.2 The CONTRACTOR(S) must provide fully qualified, licensed and responsible operators for each vehicle and piece of equipment. The CONTRACTOR(S) must supply a list of the names of the operators for each vehicle, or piece of equipment, to the City Director of Highway Operation not later than October 15 of each year of the contract and every time that there is a change in the list of operators.

5.5 Responsibilities during Snow Season.

Between October 15 and May 1 of each year of the contract, the CONTRACTOR(S) shall:

- 5.5.1 Maintain a system whereby the City can contact the CONTRACTOR(S) at a specified telephone number for 24 hours, 7 days a week inclusive of holidays. During snow emergencies, the CONTRACTOR(S) will provide the City Snow Inspector with a 2-way portable radio, cellular or similar device, unless the CONTRACTOR(S)' communication system is compatible with the city's to allow for back and forth communication, then the numbers and/or codes only are acceptable. This will be used to provide direct contact between the CONTRACTOR(S)'s supervisor and City Snow Inspectors. Failure of the City to reach the CONTRACTOR(S) at the specified telephone number shall not relieve the CONTRACTOR(S) of the responsibility to start plowing at the designated time.
- 5.5.2 Be prepared to start plowing each route at the times designated by the City. Failure to start at the specified time shall be cause for the City to have that route plowed with other equipment and for the CONTRACTOR(S) to be liable for damages to the City;
- 5.5.3 Notify the City if any equipment is out of service. Equipment must be returned to service as soon as possible. The City, at the expense of the CONTRACTOR(S), may make alternate plans to have the snow removed from a route until the CONTRACTOR(S) notifies the Control Center (617-796-1000) that the equipment is back in service.

5.6 Responsibilities during a Snow Plowing Operation.

5.6.1 Once the City has called a snow plowing operation, the CONTRACTOR(S) shall:

- A. Arrive at the designated meeting point at the designated time, no later than 2 hours from time of notice; the designated meeting place will be identified at the pre-season coordination meeting to be held in October at a place to be determined;
- B. Arrive with vehicles, plows and equipment in good working condition, prepared to plow, loaded with appropriate ballast and having chains available for use if needed (as determined by the Commissioner of Public Works, or his Designee);
- C. Provide at least one competent supervisor with a vehicle per contract for every five routes. The Supervisor(s) shall be in addition to equipment operators and coordinate the CONTRACTOR(S)'s snow plowing operations with the City Snow Inspector(s);
- D. Wait until contacted by the City Snow Inspector(s) before beginning snow- plowing operations. If the City Snow Inspector has not arrived within 15 minutes of the designated start time, the CONTRACTOR(S) shall notify the Control Center at 617-796-1000 that the equipment is on scene and is ready to begin snowplowing operations. Only if authorized by the Control Center may the CONTRACTOR(S) begin snowplowing operations without having first been contacted by the City Snow Inspector(s);
- E. Obtain authorization to proceed, either by meeting the City Snow Inspector(s), or by contacting the Control Center in the circumstances described above. Failure to obtain authorization to proceed will

cause the City to assume that the CONTRACTOR(S)'s equipment did not show up, which may make the CONTRACTOR(S) subject to late start damages.

F. Plow the routes in the designated sequence as shown on the route maps in Appendix A, or as may be agreed to in advance by the CONTRACTOR(S) and the Commissioner of Public Works, or his designee. Failure to plow in the designated sequence, and consequent inability of the City Snow Inspector(s) to easily find the CONTRACTOR(S)'s equipment, may cause the City to assume that the CONTRACTOR(S) did not perform snow plowing operations according to the standards set forth in Section 9 and make the CONTRACTOR(S) subject to liquidated damages set forth in Section 11.

G. Plow to the standards set forth in Section 9;

H. Complete snowplowing within the time specified by the Commissioner of Public Works, or his designee, after each snowfall. Prior to leaving their routes, the CONTRACTOR(S)'s Supervisor(s) must meet with the City Snow Inspector(s) and receive a sign off. If a City Snow Inspector is not available, the CONTRACTOR(S)'s Supervisor(s) must notify the Control Center that the route has been completed. The City will make every effort to have a City Snow Inspector arrive at a sign off location within thirty (30) minutes. If the City Snow Inspector has not met with the CONTRACTOR(S)'s Supervisor within forty-five (45) minutes of the call to the Control Center, the CONTRACTOR(S)'s Supervisor should inform the Control Center. The CONTRACTOR(S)'s vehicles, equipment and operators will then be released. Except in the case of being released by the Control Center, failure to obtain a sign off by a City Snow Inspector may lead to forfeiture of payment.

- 5.6.2 In the event that the CONTRACTOR(S)'s equipment fails during a plowing operation, the CONTRACTOR(S), or his representative, must notify the City Snow Inspector for that route immediately and have the route covered with other equipment. If the CONTRACTOR(S) does not cover the route with other equipment within sixty (60) minutes, the City, at the CONTRACTOR(S)'s expense, may take over completion of the route(s) or charge the CONTRACTOR(S) liquidated damages as set forth in Section 11.
- 5.6.3 A route will not be considered by the City to be satisfactorily completed unless it meets the standards set forth in the contract, as witnessed and acknowledged by a City Snow Inspector at the sign off.
- 5.6.4 If, after the Commissioner of Public Works has determined that the CONTRACTOR(S) has successfully and satisfactorily completed the plowing operation and approves sign-off, the City determines that additional plowing is needed due to melting or snow being returned to the street which impedes vehicular traffic or safety, the CONTRACTOR(S) shall return with the appropriate operators and equipment to perform this work. The work will meet the conditions set forth in the contract. The CONTRACTOR(S) will be paid for this work at the bid price established for a "call back".
- 5.6.5 Upon approval by the Commissioner of Public Works or his designee, the CONTRACTOR(S) shall be paid for a period of time known as Stand By defined below and at the rate scheduled in paragraph 5.6.5 D (below).

Stand By is defined as:

A. The period of time by which the time of commencement of plowing operations exceeds one (1) hour from the time of notice of plowing start time and when a piece of equipment has been signed in by the City Snow Inspector. For example: The City notifies CONTRACTOR at 9:00 a.m. that a plowing event will occur and mobilization must be completed no later than 11:00 a.m. The equipment is signed in by the City Snow Inspector at 11 a.m. Due to changes in the expected path of the storm, plowing

operations are delayed by 3 hours, and do not commence until 2:00 p.m. Under this example, the CONTRACTOR(S) can invoice for 2 hours of Stand By payment from the City;

or

B. The period of time as authorized by the Commissioner of Public Works, for a rest break as follows: due to the long duration of a storm and considering public safety and the needs of the plowing operations, the Commissioner of Public Works may determine that, in order to continue plowing operations, a rest break is necessary for the CONTRACTOR(S). The Commissioner of Public Works may then order a rest break of up to 4 hours, under the control and supervision of the City. The CONTRACTOR(S) may request Stand By payment from the City for the period of time of the rest break, provided the equipment operator is returned to plowing operations for at least an additional 8 hours of work;

or

C. The period of time, as authorized by the Commissioner of Public Works, between the time when the plowing operations are essentially complete until the time of release. Such period may occur when the storm event is split in phases such that plowing operations of the prescribed routes are complete or essentially complete, but additional snowfall is determined by the Commissioner of Public Works to be imminent. Equipment shall be maintained on site until plowing operations are resumed or the CONTRACTOR(S) is released by the Commissioner of Public Works. The CONTRACTOR(S) may request Stand By payment for that period of time, in excess of one (1) hour, for the period of time when the Commissioner of Public Works has determined plowing operations are either no longer needed and the CONTRACTOR(S) is released or when plowing operations are resumed.

D. The Stand By payment rate shall be \$40.00 per hour per staffed piece of equipment and is in addition to the payment to be invoiced the City based on the contract snowfall amount.

5.7 Responsibilities to Receive Payment.

5.7.1 To receive payment for a snowplow operation, the CONTRACTOR(S) must have a fully executed contract in place with the City of Newton.

5.7.2 The City will not pay for any work that has not been authorized by the appropriate City officials and signed off as complete by a City Snow Inspector or the Control Center.

5.7.3 Retainage in the amount of 10% will be held back from each amount approved for payment. All retainage will be paid by May 15 each year, provided that all contract requirements have been satisfied.

5.7.4 50% of the minimum payment guarantee will be payable each January 31, in the event that a greater amount of work performed has not been paid by that date. The second payment will be paid no later than May 15 of the contract year if work has not exceeded the minimum guarantee.

5.7.5 The minimum payment guarantee does not represent an amount to be paid in addition to payment for work actually performed. Any minimum payment guarantee paid will be deducted from payments due for snow plow work performed. The minimum payment guarantee will be reduced by an appropriate amount if the CONTRACTOR(S) fails to plow as required, or fails to repair damages.

5.7.6 The Commissioner of Public Works, will base payments first on snowfall as measured by the official reported measurement of a commissioned weather service. In the event that such a measurement is not

available for the storm in question, a measurement in the vicinity of City Hall will be taken and used for invoicing purposes.

5.7.7 If the contract is terminated prior to payment of any portion of the minimum payment guarantee, the City reserves the right to cancel the minimum payment guarantee.

5.8 Responsibilities for Damages.

5.8.1 The CONTRACTOR(S) is liable for damages including, but not limited to, damages to sod, shrubbery, trees, and structures that result from his operations. The CONTRACTOR(S) shall repair all damages prior to May 1 each year.

5.8.2 The CONTRACTOR(S) shall make immediate, temporary repairs to damages that cause a safety hazard. Temporary repairs of such damages shall be made within 72 hours of when the damage occurred, or later if requested in writing to the Commissioner of Public Works, and approved in writing by the Commissioner.

5.8.3 Upon the completion of each repair, the CONTRACTOR(S) shall have the property owner sign a release of liability for damages. The CONTRACTOR(S) shall submit this release to the Commissioner of Public Works. If the CONTRACTOR(S) cannot obtain a signed release from the property owner, the CONTRACTOR(S) shall provide proof, acceptable to the Commissioner of Public Works or designee, that the damages have been repaired. The release, or proof of repair, must be provided by the times indicated in the above sections.

5.8.4.1 If repairs are not completed in a satisfactory and timely manner, the City may cause the repairs to be made and deduct the cost of the repairs from the contract retainage.

5.8.4.2 The City will hold retainage until May 15 of each year. Damage claims that are not settled within the time frames outlined above will cause the City to take action against the contract security, or deduct from other payments due the CONTRACTOR(S), including the contract retainage.

6. Rights of the City.

6.1 In the event of breach of contract, the City reserves the right to immediately terminate the contract in whole or in part. The City will give written notice of such termination. Termination of the contract may result in substantial penalties, forfeiture of performance bonds, ineligibility to receive future contracts, or default proceedings.

6.2 The contract may be terminated, upon the recommendation of the Commissioner of Public Works, when he, or his authorized representative, has determined that the CONTRACTOR(S) has:

6.2.1 Abandoned the work to be performed under this contract;

6.2.2 Assigned this contract to another without City consent;

6.2.3 Unnecessarily, or unreasonably, delayed any of the work to be performed under this contract;

6.2.4 Failed to furnish sufficient, properly skilled workmen, or sufficient vehicles or equipment to perform the work;

- 6.2.5 Disregarded the instructions of the Commissioner of Public Works, a City Snow Inspector, or other City official;
- 6.2.6 Failed to perform properly on any route, as determined by a City Snow Inspector;
- 6.2.7 Substantially violated a requirement of the contract.
- 6.3 All services provided under this contract are under the direction and supervision of the Commissioner of Public Works and his designees. The CONTRACTOR(S) shall only be paid for services authorized by, and performed to the satisfaction of, the Commissioner of Public Works.
- 6.4 In the event an operator, vehicle, or piece of equipment employed or used by the CONTRACTOR(S) fails to meet the approval of the Commissioner of Public Works, he, or his designee, shall order such person, vehicle, or piece of equipment to be removed from the job site. The CONTRACTOR(S) shall furnish an appropriate replacement within sixty (60) minutes.
- 6.5 CONTRACTOR(S) employees who are ordered off the job site may not perform any further work under the contract unless the Commissioner of Public Works authorizes him/her to return.
- 6.6 The decision of the Commissioner of Public Works as to the suitability of CONTRACTOR(S) equipment and employees is final.
- 6.7 The decision as to when to call for snowplowing to begin rests entirely with the City. The Commissioner of Public Works shall determine, on a case-by-case basis for each snow fall event, when conditions warrant a snow plow operation by the CONTRACTOR(S).
- 6.8 If the City determines while handling a minor snowfall that augmentation is necessary from CONTRACTOR(S) to clear what is deemed by the Commissioner of Public Works to be small amounts of snow and ice the hourly rate (Appendix C) will apply unless a full scale plowing operation is called.

7. Responsibilities of the City:

The City shall:

- 7.1 Inspect vehicles in a timely manner, at times mutually agreed upon;
- 7.2 Provide as much advance notification as possible when calling for a snowplowing operation. In general, the City will try to give approximately two (2) hours notice, unless there is need for immediate plowing due to severe conditions;
- 7.3 Provide properly trained City Snow Inspectors to meet with the CONTRACTOR(S)'s Supervisor(s) at the commencement, during, and completion of each run; and who are to perform the sign off for each snowplowing event. The City will provide City Snow Inspectors as soon as possible to check completed routes and to release the CONTRACTOR(S)'s operators, vehicles and equipment as early as possible;
- 7.4 Maintain a switchboard at all times during snowplowing operations. Maintain a log of all calls between CONTROL CENTER and the CONTRACTOR(S) (and his Supervisors). CONTROL CENTER will place calls for service, coordinate City Snow Inspectors, and perform other tasks to promote smooth snow-plowing operations as quickly as possible; (All contact numbers for both the City and the CONTRACTOR(S) will be exchanged at a pre-season coordination meeting between the City and the CONTRACTOR(S) on or about Oct. 15).
- 7.5 Make payments within 45 days of receipt of a proper invoice. If there is a dispute about the amount owed, the City will approve payment of the amount not in dispute within 45 days and withhold any disputed amount until resolution of the dispute. However, the City will retain the final payment until all contract provisions have been met.

- 7.6 Return performance securities within 30 days of contract completion.
- 7.7 Distribute Plowing Performance Report forms (Appendix B) to City Snow Inspectors. These forms will be utilized by the City Snow Inspectors to track plowing performances by the CONTRACTOR(S).
- 7.7.1 The City Snow Inspector, upon approval by the Commissioner of Public Works or his designee, will sign off on the Plowing Performance Report and issue a copy to the CONTRACTOR(S) for his records after each plowing event.
- 7.7.2 In the event that the CONTRACTOR(S) completes the contracted Schedule prior to City forces, as determined by the City, with a "Superior Rating" as approved by the Commissioner of Public Works (so noted on Appendix B-Plowing Performance Report) for 3 successive and approved plowing events, the City agrees to additional payments of \$500.00 per route. A payment under this paragraph constitutes payment for qualifying events. Events included are not recounted in successive evaluations.
- 8. Equipment Specifications.
- 8.1 The equipment furnished under this contract must meet all contract specifications and fully comply with all applicable laws and regulations of the Commonwealth of Massachusetts.
- 8.2 All equipment must be in excellent condition, smooth running at operating levels, clean inside and out, and under the hood, with evidence of proper maintenance and inspection.
- 8.3 The City reserves the right to reject any equipment older than model year 1990. The City further reserves the right to reject any piece of equipment that does not pass the City's inspection and fully comply with these specifications.
- 8.4 The bid price shall include the cost of furnishing operators, insurance, sureties, repairs, ballast, chains, fuel, oil, lubricants, and all other costs related to the performance of the contract.
- 8.5 The following types of vehicles and equipment may be used to perform snowplowing operations. Any other types of equipment proposed for use under this contract must be approved by the Commissioner of Public Works: It is expected that at a minimum, 1.5 pieces of equipment per route on average will execute the plowing of each route in this contract;
 - 8.5.1 3/4 ton, 4 X 4 pickups, with a 7-1/2' blade (for dead ends and augmentation only);
 - 8.5.2 6 wheel construction trucks with a 4.6 cy dump body and minimum 9' blade;
 - 8.5.3 10 wheel trucks with 6-8 cy dump body and minimum 10' blade;
 - 8.5.4 2 ½ yd loader with 10' plow;
 - 8.5.5 4 wheel drive backhoe with plow.
 - 8.5.6 Each vehicle and piece of equipment will have one set of tire chains;
 - 8.5.7 Each vehicle and piece of equipment will have a rotating light, with an amber lens, visible for 360 degrees;
 - 8.5.8 Each vehicle and piece of equipment will have appropriate ballast, supplied by the CONTRACTOR(S), to ensure safe and proper operation according to the conditions of each snow fall;

- 8.5.9 Each vehicle and piece of equipment with a plow must have an automatic tripping device to protect manholes and other protrusions above the surface of the pavement;
- 8.5.10 The electrical and mechanical systems of each vehicle and piece of equipment shall be in good operating condition.

9. Snowplowing Specifications.

- 9.1 The scope of work encompasses 37 plow routes within 5 different categories.
- 9.2. For augmentation of minor snowfall clearing (typically less than 2”) said equipment would be billed hourly per bid schedule Appendix C.
- 9.3 Appendix A contains route maps and plow sequences listing the order in which the routes shall be plowed. This sequence of plowing must be adhered to unless the CONTRACTOR(S) submits a written request to the Commissioner of Public Works to change the plow sequence. The Commissioner of Public Works will notify the CONTRACTOR(S) in writing if his request is approved or denied. The request shall be granted, or denied, by a return letter to the CONTRACTOR(S). The plowing sequence must be followed since City Snow Inspectors will monitor the CONTRACTOR(S)'s progress by these sequences.
- 9.4 The CONTRACTOR(S) shall plow snow from curb to curb, or edge of street to edge of street, leaving no windrows in intersections.
- 9.5 The CONTRACTOR(S) shall plow all City streets, roads, and avenues, including private ways, within the routes listed, and shown on the maps, in Appendix A.
- 9.6 The CONTRACTOR(S) shall be legally and financially responsible for plowing conducted on unapproved streets, lots and drives not specifically identified in this contract:
 - 9.6.1 Any street, which has been specifically deleted from the description sheets and route maps in Appendix A;
 - 9.6.2 Any City street outside the plowing schedule;
 - 9.6.3 Any City parking lot, unless noted in Appendix A;
 - 9.6.4 Any school drives, unless noted on the Schedule and maps.
- 9.7 Plowing Requirements.
 - 9.7.1 The CONTRACTOR(S) shall plow streets from the centerline to each curb, or to the edges of pavement.
 - 9.7.2 Snow from intersections must be plowed parallel to the curb so that no snow remains in the intersection. Intersections must be curved and snow deposited on tangent sections beyond curve radii.
 - 9.7.3 Do not turn around in private driveways.
 - 9.7.4 Plow at a speed which is sufficient to move snow, but not excessive. Avoid, to the maximum extent possible, depositing snow onto sidewalks
 - 9.7.5 Plow with a loose hoisting chain so plows ride on casters.
 - 9.7.6 Plow all streets the full width of pavement leaving bare pavement prior to sanding/salting operations.

9.7.7 To the maximum extent possible, avoid depositing plowed snow in front of, or in, driveways and onto sidewalks, or on street corners. These areas should not have more snow than the rest of the street edge.

9.8 Report to City Snow Inspector.

9.8.1 If you cannot start plowing at appointed time;

9.8.2 If equipment breaks down while plowing;

9.8.3 If any street cannot be plowed and the reason why;

9.8.4 If any damage is done to other vehicles or property;

9.8.5 Supervisor will advise City Inspector as to sequential progress on clearing operation as follows:

- A. Start of route
- B. One pass completed on route
- C. Route pushed back
- D. Completion.

9.9 Special Plowing

9.9.1 One Way Streets.

One-way streets shall be plowed to each curb. That is, the operator shall plow the left side of the centerline of the street to the left side and plow the right side of the centerline to the right side, and at no time shall the CONTRACTOR(S)'s operator plow a one-way street the wrong way against traffic pattern without the express permission of the Commissioner of Public Works.

9.9.2 Dead End Streets.

The CONTRACTOR(S) shall not push snow into the end of a dead end street. Near the end of a dead end, operators shall pick up the plow blade, proceed to the end of the street, drop the blade and pull snow back from the end of the street far enough so that the CONTRACTOR(S) can turn around and push snow out from the dead end and deposit it along the curb line or tree lawn.

9.9.3 Blocked Streets.

If a street is blocked, the CONTRACTOR(S) shall make every attempt to bypass the blockage. If unable to bypass the blockage, the CONTRACTOR(S) shall immediately inform the City Snow Inspector, or the Control Center, of the blockage. The CONTRACTOR(S) will plow the street as soon as the blockage is removed.

9.9.4 Intersections.

The CONTRACTOR(S) shall ensure that intersections and curb radii are properly cleared, with no residual snow left in the intersections.

9.9.5 Intersection Corners.

Snow left at intersection corners is to be no more than normal residual on the side of the road.

9.9.6 Snow Pack.

It is not acceptable to leave snow pack of any depth along city streets after the passing of a CONTRACTOR(S) plow.

If a City Snow Inspector cannot be reached, CONTRACTOR(S) must inform CONTROL CENTER and get calls logged in.

10. General Conditions.

- 10.1 Certificates of Insurance covering Workman's Compensation must be submitted with signed contract, covering the dates of the contract. Workmen's Compensation is required for all lessors of two, or more, pieces of equipment.
- 10.2 The CONTRACTOR(S) shall defend, indemnify and hold harmless the City, its agents and employees from and against all claims, damages, loss and expenses, including attorney's fees, rising out of, or resulting from, the performance of the work called for under this contract, provided that any such claim, damage, loss or expense: (1) Is attributable to bodily injury, sickness, disease, death, or any injury to, or destruction of, tangible property, including the loss of use resulting therefrom, and; (2) Is caused, in whole or in part, by any act or omission of the CONTRACTOR(S), anyone directly or indirectly employed by the CONTRACTOR(S), or anyone for whose acts the CONTRACTOR(S) may be liable, regardless of whether or not it is caused in part by the partly indemnified hereunder.
- 10.3 Certificates of Insurance must be submitted showing coverage for the contract period as follows:

Automobile Liability All vehicles must be listed, by description and Massachusetts registration number, on the insurance certificate(s). Insurance must include coverage for hired, or borrowed, vehicles and non-ownership liability.

Bodily Injury	\$500,000 per person \$500,000 per accident
Property Damage	\$100,000 per accident
General Liability	\$500,000 per occurrence \$500,000 in the aggregate

The City of Newton shall be named as additional insured in the general liability policies.

- 10.4 The CONTRACTOR(S) shall, upon the award of this contract and the exercise of any renewal option, provide a Performance bond in the amount of 100% of the total annual bid price.
11. Liquidated Damages.
- 11.1 The CONTRACTOR(S) agrees that the City has the right to retain all, or a portion of, moneys owed the CONTRACTOR(S) as liquidated damages for the CONTRACTOR(S)'s failure to comply with the requirements in this contract; specifically, failure to plow as required and failure to repair damages.
- 11.2 Damages will be imposed by the Commissioner of Public Works and will be commensurate with the severity and frequency of the failure to perform as required by the contract, and other pertinent circumstances.
- 11.3 The CONTRACTOR(S) will be notified in writing of any damages imposed by the Commissioner of Public Works.
- 11.4 The following is a schedule of liquidated damages for failure to perform. The list is not all-inclusive, nor does it waive any other rights of the City in the event the CONTRACTOR(S) fails to perform.
- 11.4.1 Failure to Start on Time: Damages of \$150 per hour per route (fractional hours prorated to the greater hour);
- 11.4.2 Missing a Route (greater than six hours late from start time): Damages of \$1,500 per route;

- 11.4.3 Failure to Complete Plowing Operations on time (eight hours after the last snow falls in a storm, or two hours after the city forces complete their routes, whichever is greater): Damages of \$150 per hour per route;
- 11.4.4 Failure to report to the assigned City Snow Inspector or CONTROL CENTER at the beginning of the plowing operation: \$150 per route:
- 11.4.5 Plowing not to standard as prescribed on the Plowing Performance Report and as prescribed within the plowing specification: \$500 per route.

12. LANE MILEAGE

Category 1 (Routes 20 – 30)	<u>95</u>
Category 2 (Routes 36A, 36B, 37,38,39 & 60)	<u>69</u>
Category 3 (Routes 61 – 66, 79 & 80)	<u>58</u>
Category 4 (Routes 67 – 71)	<u>45</u>
Category 5 (Routes 72 – 78)	<u>58</u>

COMPLETION TIME SCHEDULE

In order to efficiently and expeditiously complete the clearing of snow and ice from city streets, it is necessary to establish a completion schedule. It is understood that weather conditions, particularly in winter, are difficult to predict, and that each storm has a number of variables; e.g. depth, length of snowfall, falling or rising temperatures, time of day or night, early, mid or late winter, and traffic impact. Nonetheless, some guidelines are necessary. Therefore, it is expected that, in most instances, the CONTRACTOR(S) will complete all routes within one hour of the average completion time of city forces.

END OF SECTION

CATEGORY QUOTE FORMS

CATEGORY 1 – YEARS 1, 2, 3
CATEGORY 2 – YEARS 1, 2, 3
CATEGORY 3 – YEARS 1, 2, 3
CATEGORY 4 – YEARS 1, 2, 3
CATEGORY 5 – YEARS 1, 2, 3

LANE MILEAGE

Category 1 (Routes 20 – 30)	<u>95</u>
Category 2 (Routes 36A, 36B, 37,38,39 & 60)	<u>69</u>
Category 3 (Routes 61 – 66, 79 & 80)	<u>58</u>
Category 4 (Routes 67 – 71)	<u>45</u>
Category 5 (Routes 72 – 78)	<u>58</u>

**ALL ITEMS WITHIN A CATEGORY MUST BE COMPLETED
FOR EACH OF THE THREE YEARS' TERMS. GRAND TOTALS (ALL THREE YEARS PER
CATEGORY) MUST BE WRITTEN IN PARAGRAPH "C" OF THE QUOTE FORM**

**City of Newton
Department of Public Works
Quote Form**

The undersigned hereby agrees to furnish services to fully meet all terms, conditions, and specifications contained in this quote for Snow Plowing Services.

CATEGORY 1 – Year One (2009-2010)

Quote for Plowing Routes – 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, Centre St.

Item	Unit of Measure	Total
------	-----------------	-------

1. Snow Plowing for storms 0”-2”

_____ 0.5 ea. \$ _____
PER STORM (\$)

2. Snow Plowing for storms 2.1”- 4”

_____ 3 ea. \$ _____
PER STORM (\$)

3. Snow Plowing for storms 4.1”- 7”

_____ 3 ea. \$ _____
PER STORM (\$)

4. Snow Plowing for storms 7.1”- 10”

_____ 1 ea. \$ _____
PER STORM (\$)

5. Snow Plowing for storms 10.1”-14”

_____ 1 ea. \$ _____
PER STORM (\$)

6. Snow Plowing for storms 14.1”-18”

_____ 0.5 ea. \$ _____
PER STORM (\$)

7. Snow Plowing for storms in excess of 18” - cost per inch

_____ 1 ea. \$ _____
PER STORM (\$)

8. Plowing callback for limited clean up.

_____ 3 ea. \$ _____
PER STORM (\$)

CATEGORY 1 – Year 1 - Total \$ _____

All totals must be placed in Paragraph “C” of the Bid Form

COMPANY: _____

Quote Form
CATEGORY 1 – Year Two (2010-2011)

Quote for Plowing Routes – 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, Centre St.

Item	Unit of Measure	Total
------	-----------------	-------

1. Snow Plowing for storms 0”-2”

_____ 0.5 ea. \$ _____
 PER STORM (\$))

2. Snow Plowing for storms 2.1”- 4”

_____ 3 ea. \$ _____
 PER STORM (\$))

3. Snow Plowing for storms 4.1”- 7”

_____ 3 ea. \$ _____
 PER STORM (\$))

4. Snow Plowing for storms 7. 1”- 10”

_____ 1 ea. \$ _____
 PER STORM (\$))

6. Snow Plowing for storms 10.1”-14”

_____ 1 ea. \$ _____
 PER STORM (\$))

6. Snow Plowing for storms 14.1”-18”

_____ 0.5 ea. \$ _____
 PER STORM (\$))

7. Snow Plowing for storms in excess of 18” - cost per inch

_____ 1 ea. \$ _____
 PER STORM (\$))

8. Plowing callback for limited clean up.

_____ 3 ea. \$ _____
 PER STORM (\$))

CATEGORY 1 – Year 2 - Total \$ _____

All totals must be placed in Paragraph “C” of the Bid Form

COMPANY: _____

Quote Form
CATEGORY 1 – Year Three (2011-2012)

Quote for Plowing Routes – 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, Centre St.

Item	Unit of Measure	Total
------	-----------------	-------

1. Snow Plowing for storms 0”-2”

_____ 0.5 ea. \$ _____
 PER STORM (\$ _____)

2. Snow Plowing for storms 2.1”- 4”

_____ 3 ea. \$ _____
 PER STORM (\$ _____)

3. Snow Plowing for storms 4.1”- 7”

_____ 3 ea. \$ _____
 PER STORM (\$ _____)

4. Snow Plowing for storms 7. 1”- 10”

_____ 1 ea. \$ _____
 PER STORM (\$ _____)

7. Snow Plowing for storms 10.1”-14”

_____ 1 ea. \$ _____
 PER STORM (\$ _____)

6. Snow Plowing for storms 14.1”-18”

_____ 0.5 ea. \$ _____
 PER STORM (\$ _____)

7. Snow Plowing for storms in excess of 18” - cost per inch

_____ 1 ea. \$ _____
 PER STORM (\$ _____)

8. Plowing callback for limited clean up.

_____ 3 ea. \$ _____
 PER STORM (\$ _____)

CATEGORY 1 – Year 3 - Total \$ _____

All totals must be placed in Paragraph “C” of the Bid Form

Year 1 Total \$ _____

Year 2 Total \$ _____

Year 3 Total \$ _____

Grand Total \$ _____

All totals must be placed in Paragraph “C” of the Bid Form

COMPANY: _____

City of Newton
Department of Public Works
Price Quote Form

The undersigned hereby agrees to furnish services to fully meet all terms, conditions, and specifications contained in this quote for Snow Plowing Services.

CATEGORY 2 – Year One (2009-2010)

Quote for Plowing Routes – 36A, 36B, 37, 38, 39, and Lexington Street and Grove Street

Item	Unit of Measure	Total
------	-----------------	-------

1. Snow Plowing for storms 0”-2”

_____ 0.5 ea. \$ _____
PER STORM (\$)

2. Snow Plowing for storms 2.1”- 4”

_____ 3 ea. \$ _____
PER STORM (\$)

3. Snow Plowing for storms 4.1”- 7”

_____ 3 ea. \$ _____
PER STORM (\$)

4. Snow Plowing for storms 7.1”- 10”

_____ 1 ea. \$ _____
PER STORM (\$)

8. Snow Plowing for storms 10.1”-14”

_____ 1 ea. \$ _____
PER STORM (\$)

6. Snow Plowing for storms 14.1”-18”

_____ 0.5 ea. \$ _____
PER STORM (\$)

7. Snow Plowing for storms in excess of 18” - cost per inch

_____ 1 ea. \$ _____
PER STORM (\$)

8. Plowing callback for limited clean up.

_____ 3 ea. \$ _____
PER STORM (\$)

CATEGORY 2 – Year 1 - Total \$ _____

COMPANY: _____

Quote Form
CATEGORY 2– Year Two (2010-2011)

Quote for Plowing Routes – 36A, 36B, 37, 38, 39, and Lexington Street and Grove Street

Item	Unit of Measure	Total
1. Snow Plowing for storms 0”-2” _____	0.5 ea.	\$ _____
PER STORM (\$ _____)		
2. Snow Plowing for storms 2.1”- 4” _____	3 ea.	\$ _____
PER STORM (\$ _____)		
3. Snow Plowing for storms 4.1”- 7” _____	3 ea.	\$ _____
PER STORM (\$ _____)		
4. Snow Plowing for storms 7. 1”- 10” _____	1 ea.	\$ _____
PER STORM (\$ _____)		
9. Snow Plowing for storms 10.1”-14” _____	1 ea.	\$ _____
PER STORM (\$ _____)		
6. Snow Plowing for storms 14.1”-18” _____	0.5 ea.	\$ _____
PER STORM (\$ _____)		
7. Snow Plowing for storms in excess of 18” - cost per inch _____	1 ea.	\$ _____
PER STORM (\$ _____)		
8. Plowing callback for limited clean up. _____	3 ea.	\$ _____
PER STORM (\$ _____)		
CATEGORY 2 – Year 2 - Total \$ _____		

COMPANY: _____

Quote Form
CATEGORY 2 – Year Three (2011-2012)

Quote for Plowing Routes – 36A, 36B, 37, 38, 39, and Lexington Street and Grove Street

Item	Unit of Measure	Total
------	-----------------	-------

1. Snow Plowing for storms 0”-2”

_____ 0.5 ea. \$ _____
 PER STORM (\$ _____)

2. Snow Plowing for storms 2.1”- 4”

_____ 3 ea. \$ _____
 PER STORM (\$ _____)

3. Snow Plowing for storms 4.1”- 7”

_____ 3 ea. \$ _____
 PER STORM (\$ _____)

4. Snow Plowing for storms 7. 1”- 10”

_____ 1 ea. \$ _____
 PER STORM (\$ _____)

10. Snow Plowing for storms 10.1”-14”

_____ 1 ea. \$ _____
 PER STORM (\$ _____)

6. Snow Plowing for storms 14.1”-18”

_____ 0.5 ea. \$ _____
 PER STORM (\$ _____)

7. Snow Plowing for storms in excess of 18” - cost per inch

_____ 1 ea. \$ _____
 PER STORM (\$ _____)

8. Plowing callback for limited clean up.

_____ 3 ea. \$ _____
 PER STORM (\$ _____)

CATEGORY 2 – Year 3 - Total \$ _____

Year 1 Total \$ _____

Year 2 Total \$ _____

Year 3 Total \$ _____

Grand Total \$ _____

CATEGORY 2 Proposers must place the Grand Total for all 3 years of service for this Category in section “C” of the Quote Form

COMPANY: _____

**City of Newton
Department of Public Works
Price Quote Form**

The undersigned hereby agrees to furnish services to fully meet all terms, conditions, and specifications contained in this quote for Snow Plowing Services.

CATEGORY 3 – Year One (2009-2010)

Quote for Plowing Routes – 60, 61, 62, 63, 64, 65, 66, 79, 80, Parts of Chestnut St. and Parts of Beacon St.

Item	Unit of Measure	Total
1. Snow Plowing for storms 0"-2"		
_____	0.5 ea.	\$ _____
PER STORM (\$ _____)		
2. Snow Plowing for storms 2.1"- 4"		
_____	3 ea.	\$ _____
PER STORM (\$ _____)		
3. Snow Plowing for storms 4.1"- 7"		
_____	3 ea.	\$ _____
PER STORM (\$ _____)		
4. Snow Plowing for storms 7. 1"- 10"		
_____	1 ea.	\$ _____
PER STORM (\$ _____)		
11. Snow Plowing for storms 10.1"-14"		
_____	1 ea.	\$ _____
PER STORM (\$ _____)		
6. Snow Plowing for storms 14.1"-18"		
_____	0.5 ea.	\$ _____
PER STORM (\$ _____)		
7. Snow Plowing for storms in excess of 18" - cost per inch		
_____	1 ea.	\$ _____
PER STORM (\$ _____)		
8. Plowing callback for limited clean up.		
_____	3 ea.	\$ _____
PER STORM (\$ _____)		

CATEGORY 3 – Year 1 - Total \$ _____

COMPANY: _____

Quote Form
CATEGORY 3 – Year Two (2010-2011)

Quote for Plowing Routes – 60, 61, 62, 63, 64, 65, 66, 79, 80, Parts of Chestnut St. and Parts of Beacon St.

Item	Unit of Measure	Total
------	-----------------	-------

1. Snow Plowing for storms 0"-2"

_____ 0.5 ea. \$ _____
 PER STORM (\$ _____)

2. Snow Plowing for storms 2.1"- 4"

_____ 3 ea. \$ _____
 PER STORM (\$ _____)

3. Snow Plowing for storms 4.1"- 7"

_____ 3 ea. \$ _____
 PER STORM (\$ _____)

4. Snow Plowing for storms 7.1"- 10"

_____ 1 ea. \$ _____
 PER STORM (\$ _____)

12. Snow Plowing for storms 10.1"-14"

_____ 1 ea. \$ _____
 PER STORM (\$ _____)

6. Snow Plowing for storms 14.1"-18"

_____ 0.5 ea. \$ _____
 PER STORM (\$ _____)

7. Snow Plowing for storms in excess of 18" - cost per inch

_____ 1 ea. \$ _____
 PER STORM (\$ _____)

8. Plowing callback for limited clean up.

_____ 3 ea. \$ _____
 PER STORM (\$ _____)

CATEGORY 3 – Year 2 - Total \$ _____

COMPANY: _____

Quote Form
CATEGORY 3 – Year Three (2011-2012)

Quote for Plowing Routes – 60, 61, 62, 63, 64, 65, 66, 79, 80, Parts of Chestnut St. and Parts of Beacon St.

Item	Unit of Measure	Total
------	-----------------	-------

1. Snow Plowing for storms 0"-2"

_____ 0.5 ea. \$ _____
 PER STORM (\$ _____)

2. Snow Plowing for storms 2.1"- 4"

_____ 3 ea. \$ _____
 PER STORM (\$ _____)

3. Snow Plowing for storms 4.1"- 7"

_____ 3 ea. \$ _____
 PER STORM (\$ _____)

4. Snow Plowing for storms 7. 1"- 10"

_____ 1 ea. \$ _____
 PER STORM (\$ _____)

13. Snow Plowing for storms 10.1"-14"

_____ 1 ea. \$ _____
 PER STORM (\$ _____)

6. Snow Plowing for storms 14.1"-18"

_____ 0.5 ea. \$ _____
 PER STORM (\$ _____)

7. Snow Plowing for storms in excess of 18" - cost per inch

_____ 1 ea. \$ _____
 PER STORM (\$ _____)

8. Plowing callback for limited clean up.

_____ 3 ea. \$ _____
 PER STORM (\$ _____)

CATEGORY 3 – Year 3 - Total \$ _____

Year 1 Total \$ _____

Year 2 Total \$ _____

Year 3 Total \$ _____

Grand Total \$ _____

CATEGORY 3 Proposers must place the Grand Total for all 3 years of service for this Category in section "C" of the Quote Form

COMPANY: _____

**City of Newton
Department of Public Works
Price Quote Form**

The undersigned hereby agrees to furnish services to fully meet all terms, conditions, and specifications contained in this quote for Snow Plowing Services.

CATEGORY 4 – Year One (2009-2010)

Quote for Plowing Routes – 67, 68, 69, 70, 71

Item	Unit of Measure	Total
------	-----------------	-------

1. Snow Plowing for storms 0”-2”

_____ 0.5 ea. \$ _____
PER STORM (\$)

2. Snow Plowing for storms 2.1”- 4”

_____ 3 ea. \$ _____
PER STORM (\$)

3. Snow Plowing for storms 4.1”- 7”

_____ 3 ea. \$ _____
PER STORM (\$)

4. Snow Plowing for storms 7. 1”- 10”

_____ 1 ea. \$ _____
PER STORM (\$)

14. Snow Plowing for storms 10.1”-14”

_____ 1 ea. \$ _____
PER STORM (\$)

6. Snow Plowing for storms 14.1”-18”

_____ 0.5 ea. \$ _____
PER STORM (\$)

7. Snow Plowing for storms in excess of 18” - cost per inch

_____ 1 ea. \$ _____
PER STORM (\$)

8. Plowing callback for limited clean up.

_____ 3 ea. \$ _____
PER STORM (\$)

CATEGORY 4 – Year 1 - Total \$ _____

COMPANY: _____

Quote Form
CATEGORY 4 – Year Two (2010-2011)

Item	Unit of Measure	Total
------	-----------------	-------

1. Snow Plowing for storms 0”-2”

 PER STORM (\$)

0.5 ea. \$ _____

2. Snow Plowing for storms 2.1”- 4”

 PER STORM (\$)

3 ea. \$ _____

3. Snow Plowing for storms 4.1”- 7”

 PER STORM (\$)

3 ea. \$ _____

4. Snow Plowing for storms 7. 1”- 10”

 PER STORM (\$)

1 ea. \$ _____

15. Snow Plowing for storms 10.1”-14”

 PER STORM (\$)

1 ea. \$ _____

6. Snow Plowing for storms 14.1”-18”

 PER STORM (\$)

0.5 ea. \$ _____

7. Snow Plowing for storms in excess of 18” - cost per inch

 PER STORM (\$)

1 ea. \$ _____

8. Plowing callback for limited clean up.

 PER STORM (\$)

3 ea. \$ _____

CATEGORY 4 – Year 2 - Total \$ _____

COMPANY: _____

Quote Form
CATEGORY 4 – Year Three (2011-2012)

Quote for Plowing Routes – 67, 68, 69, 70, 71

Item	Unit of Measure	Total
------	-----------------	-------

1. Snow Plowing for storms 0”-2”

_____ 0.5 ea. \$ _____
 PER STORM (\$ _____)

2. Snow Plowing for storms 2.1”- 4”

_____ 3 ea. \$ _____
 PER STORM (\$ _____)

3. Snow Plowing for storms 4.1”- 7”

_____ 3 ea. \$ _____
 PER STORM (\$ _____)

4. Snow Plowing for storms 7. 1”- 10”

_____ 1 ea. \$ _____
 PER STORM (\$ _____)

16. Snow Plowing for storms 10.1”-14”

_____ 1 ea. \$ _____
 PER STORM (\$ _____)

6. Snow Plowing for storms 14.1”-18”

_____ 0.5 ea. \$ _____
 PER STORM (\$ _____)

7. Snow Plowing for storms in excess of 18” - cost per inch

_____ 1 ea. \$ _____
 PER STORM (\$ _____)

8. Plowing callback for limited clean up.

_____ 3 ea. \$ _____
 PER STORM (\$ _____)

CATEGORY 4 – Year 3 - Total \$ _____

Year 1 Total \$ _____

Year 2 Total \$ _____

Year 3 Total \$ _____

Grand Total \$ _____

CATEGORY 4 Proposers must place the Grand Total for all 3 years of service for this Category in section “C” of the Quote Form

COMPANY: _____

**City of Newton
Department of Public Works
Price Quote Form**

The undersigned hereby agrees to furnish services to fully meet all terms, conditions, and specifications contained in this quote for Snow Plowing Services.

CATEGORY 5 – Year One (2009-2010)

Quote for Plowing Routes – 72, 73, 74, 75, 76, 77, 78

Item	Unit of Measure	Total
------	-----------------	-------

1. Snow Plowing for storms 0”-2”

_____ 0.5 ea. \$ _____
PER STORM (\$)

2. Snow Plowing for storms 2.1”- 4”

_____ 3 ea. \$ _____
PER STORM (\$)

3. Snow Plowing for storms 4.1”- 7”

_____ 3 ea. \$ _____
PER STORM (\$)

4. Snow Plowing for storms 7. 1”- 10”

_____ 1 ea. \$ _____
PER STORM (\$)

17. Snow Plowing for storms 10.1”-14”

_____ 1 ea. \$ _____
PER STORM (\$)

6. Snow Plowing for storms 14.1”-18”

_____ 0.5 ea. \$ _____
PER STORM (\$)

7. Snow Plowing for storms in excess of 18” - cost per inch

_____ 1 ea. \$ _____
PER STORM (\$)

8. Plowing callback for limited clean up.

_____ 3 ea. \$ _____
PER STORM (\$)

CATEGORY 5 – Year 1 - Total \$ _____

COMPANY: _____

Quote Form
CATEGORY 5– Year Two (2010-2011)

Quote for Plowing Routes — 72, 73, 74, 75, 76, 77, 78

Item	Unit of Measure	Total
------	-----------------	-------

1. Snow Plowing for storms 0”-2”

_____ 0.5 ea. \$ _____
PER STORM (\$ _____)

2. Snow Plowing for storms 2.1”- 4”

_____ 3 ea. \$ _____
PER STORM (\$ _____)

3. Snow Plowing for storms 4.1”- 7”

_____ 3 ea. \$ _____
PER STORM (\$ _____)

4. Snow Plowing for storms 7. 1”- 10”

_____ 1 ea. \$ _____
PER STORM (\$ _____)

18. Snow Plowing for storms 10.1”-14”

_____ 1 ea. \$ _____
PER STORM (\$ _____)

6. Snow Plowing for storms 14.1”-18”

_____ 0.5 ea. \$ _____
PER STORM (\$ _____)

7. Snow Plowing for storms in excess of 18” - cost per inch

_____ 1 ea. \$ _____
PER STORM (\$ _____)

8. Plowing callback for limited clean up.

_____ 3 ea. \$ _____
PER STORM (\$ _____)

CATEGORY 5 – Year 2 - Total \$ _____

COMPANY: _____

Quote Form
CATEGORY 5 – Year Three (2011-2012)

Quote for Plowing Routes – 72, 73, 74, 75, 76, 77, 78

Item	Unit of Measure	Total
------	-----------------	-------

1. Snow Plowing for storms 0”-2”

_____ 0.5 ea. \$ _____
 PER STORM (\$ _____)

2. Snow Plowing for storms 2.1”- 4”

_____ 3 ea. \$ _____
 PER STORM (\$ _____)

3. Snow Plowing for storms 4.1”- 7”

_____ 3 ea. \$ _____
 PER STORM (\$ _____)

4. Snow Plowing for storms 7. 1”- 10”

_____ 1 ea. \$ _____
 PER STORM (\$ _____)

19. Snow Plowing for storms 10.1”-14”

_____ 1 ea. \$ _____
 PER STORM (\$ _____)

6. Snow Plowing for storms 14.1”-18”

_____ 0.5 ea. \$ _____
 PER STORM (\$ _____)

7. Snow Plowing for storms in excess of 18” - cost per inch

_____ 1 ea. \$ _____
 PER STORM (\$ _____)

8. Plowing callback for limited clean up.

_____ 3 ea. \$ _____
 PER STORM (\$ _____)

CATEGORY 5 – Year 3 - Total \$ _____

Year 1 Total \$ _____

Year 2 Total \$ _____

Year 3 Total \$ _____

Grand Total \$ _____

CATEGORY 5 Proposers must place the Grand Total for all 3 years of service for this Category in section “C” of the Quote Form

COMPANY: _____

APPENDIX A

SNOW EQUIPMENT ASSIGNMENT FORMS & ROUTE MAPS FOR SNOW PLOWING

CATEGORY 1

SNOW PLOWING OF CITY STREETS

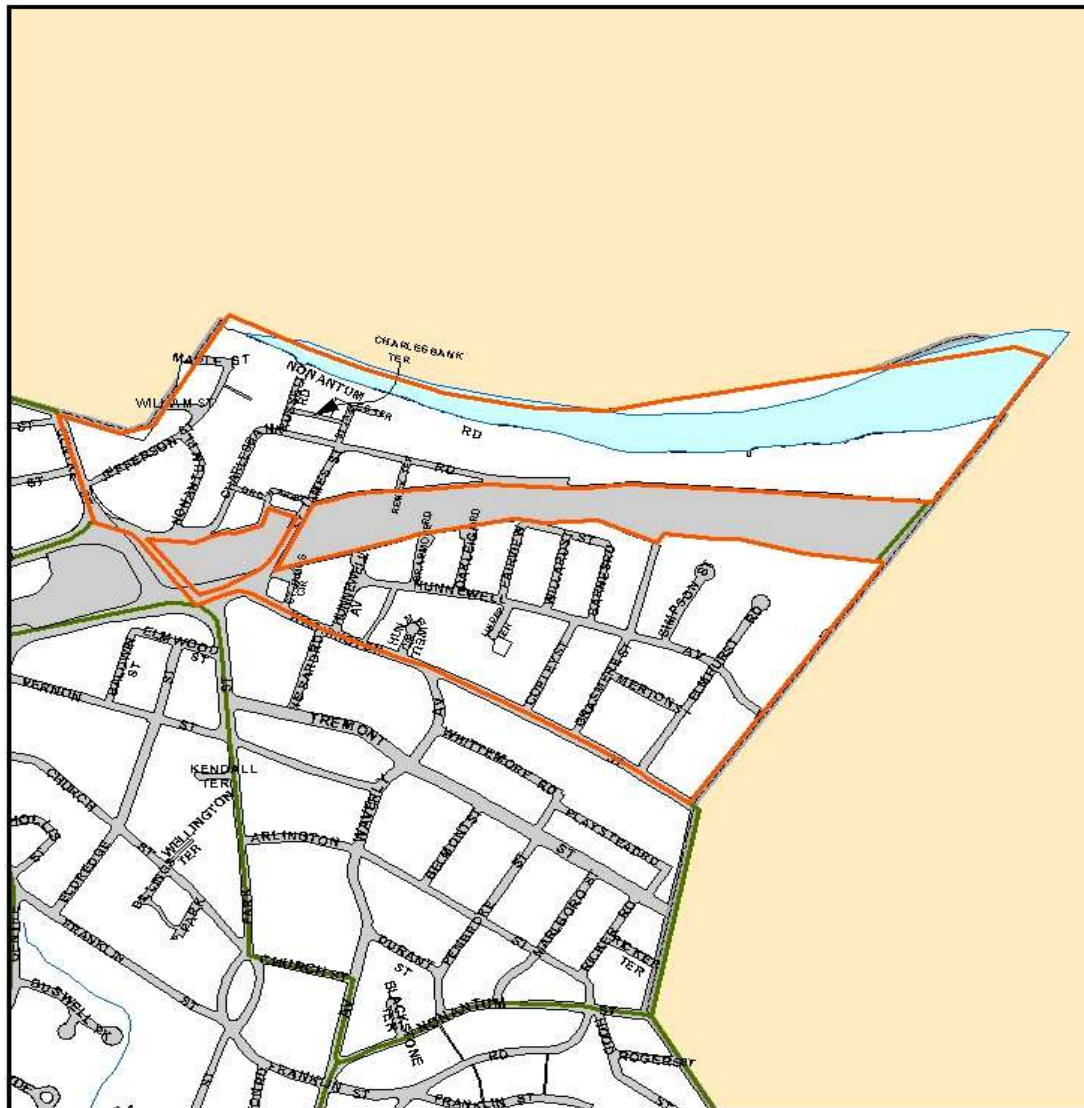
Routes 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30

Centre Street – Watertown Line to Commonwealth Ave

* Walnut Street – Washington St to Commonwealth Ave

* Washington Street – Mass Pike to Brighton Line

* **Main streets are not listed in detailed routes but are included in this category**



City of Newton Snow Plowing Routes

20

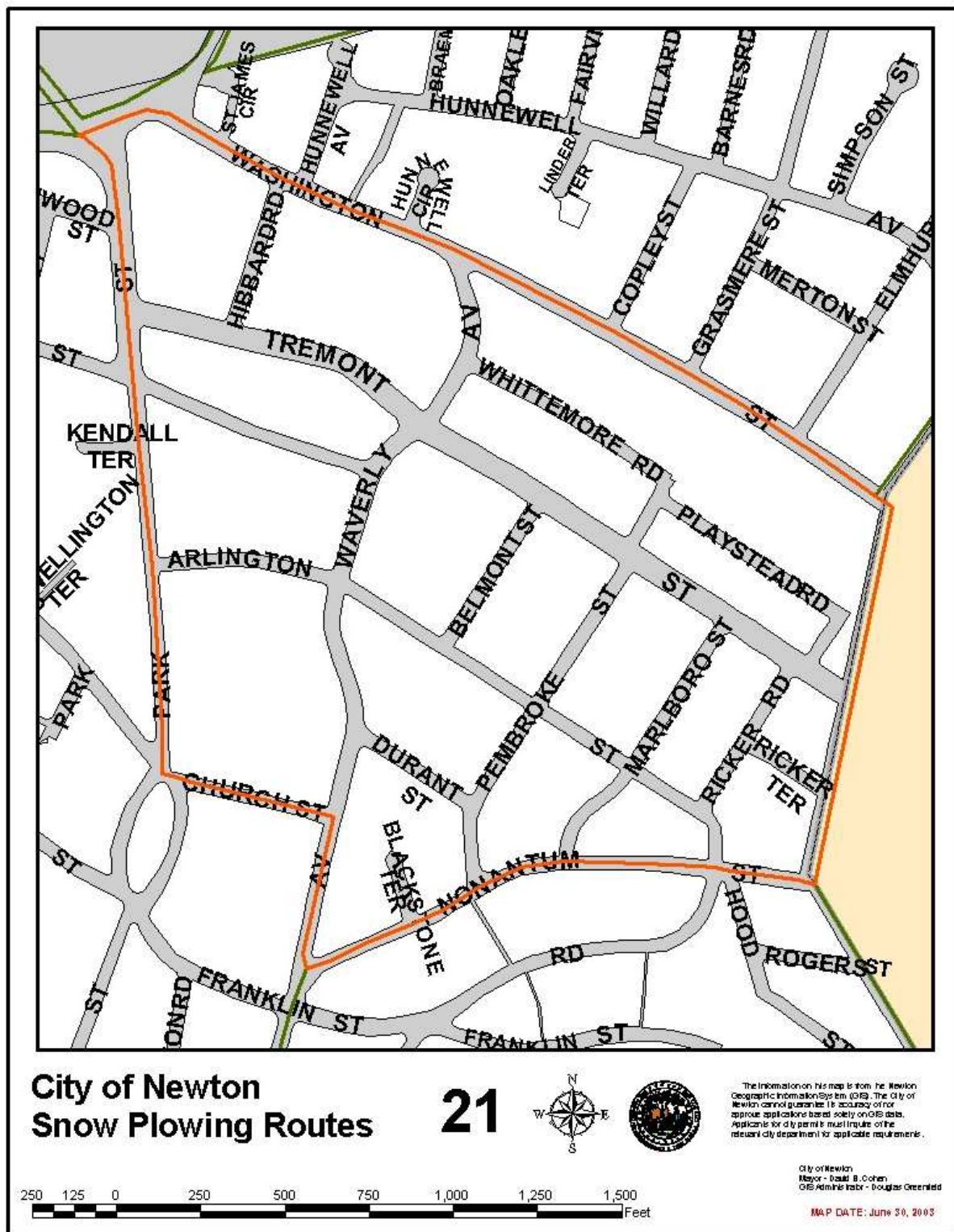


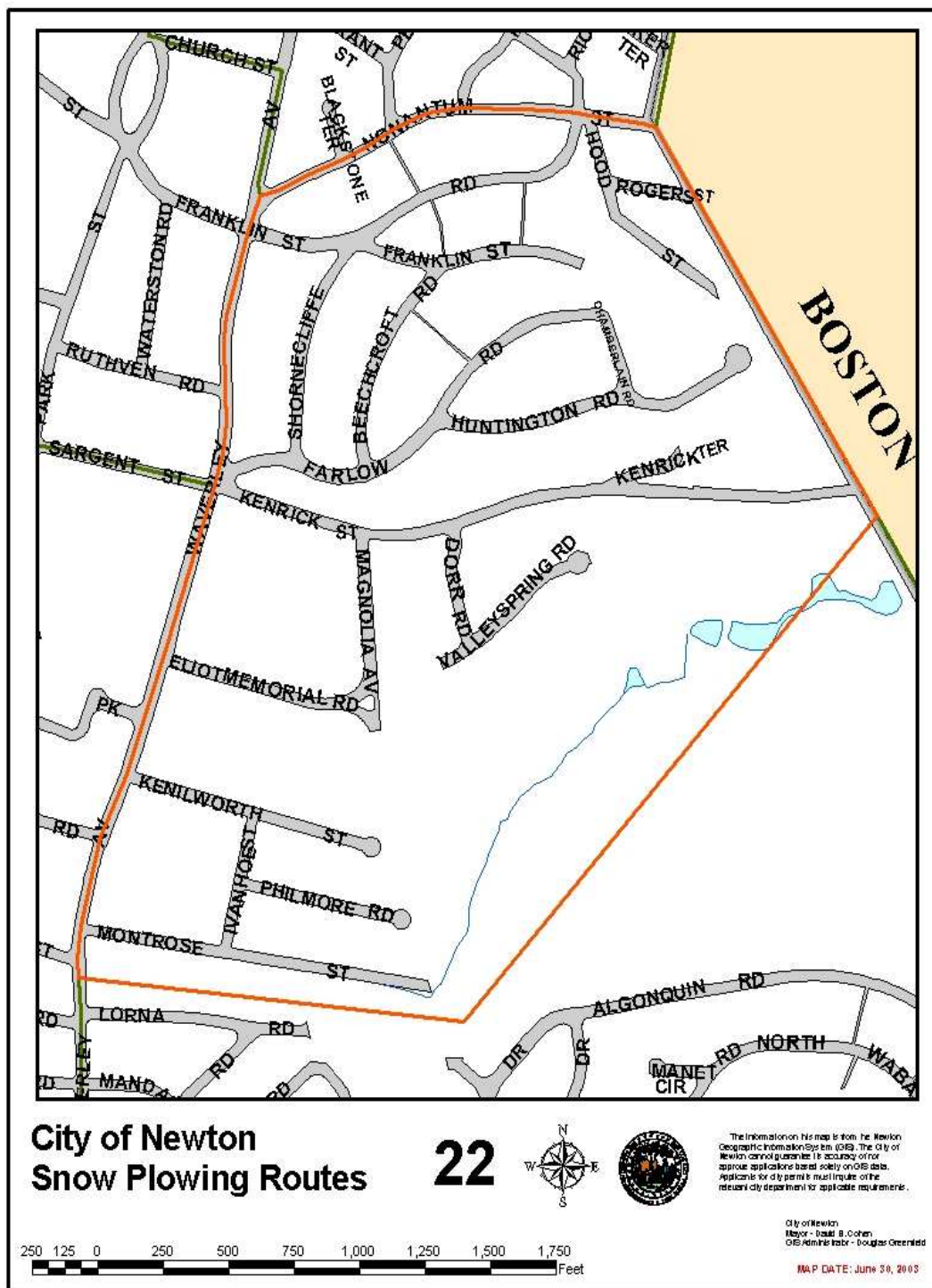
The information on this map is from the Newton Geographic Information System (GIS). The City of Newton cannot guarantee the accuracy or for approval applications based solely on GIS data. Applicants for city permits must inquire of the relevant city department for applicable requirements.

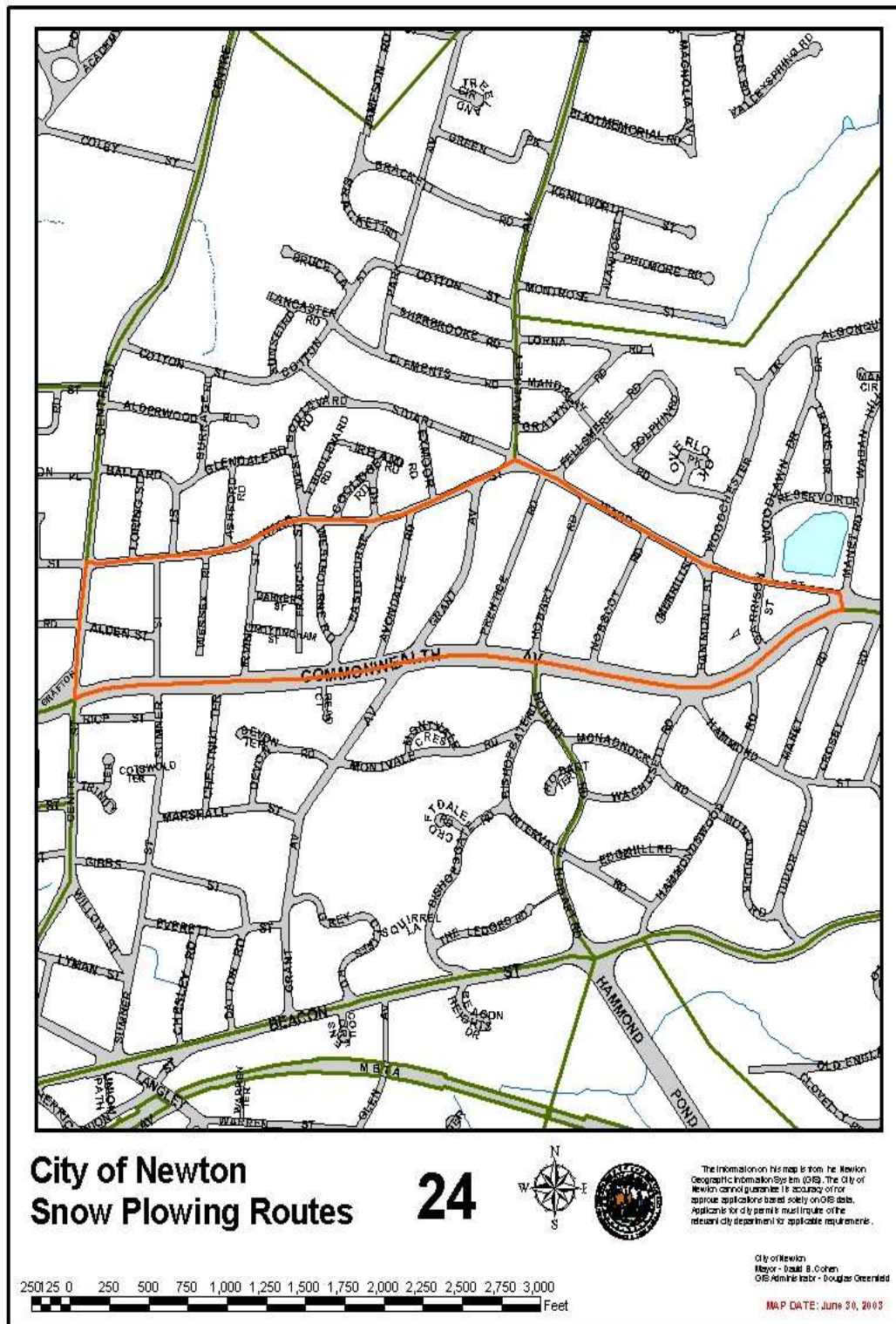
City of Newton
Mayor - David B. Cohen
GIS Administrator - Douglas Greenfield

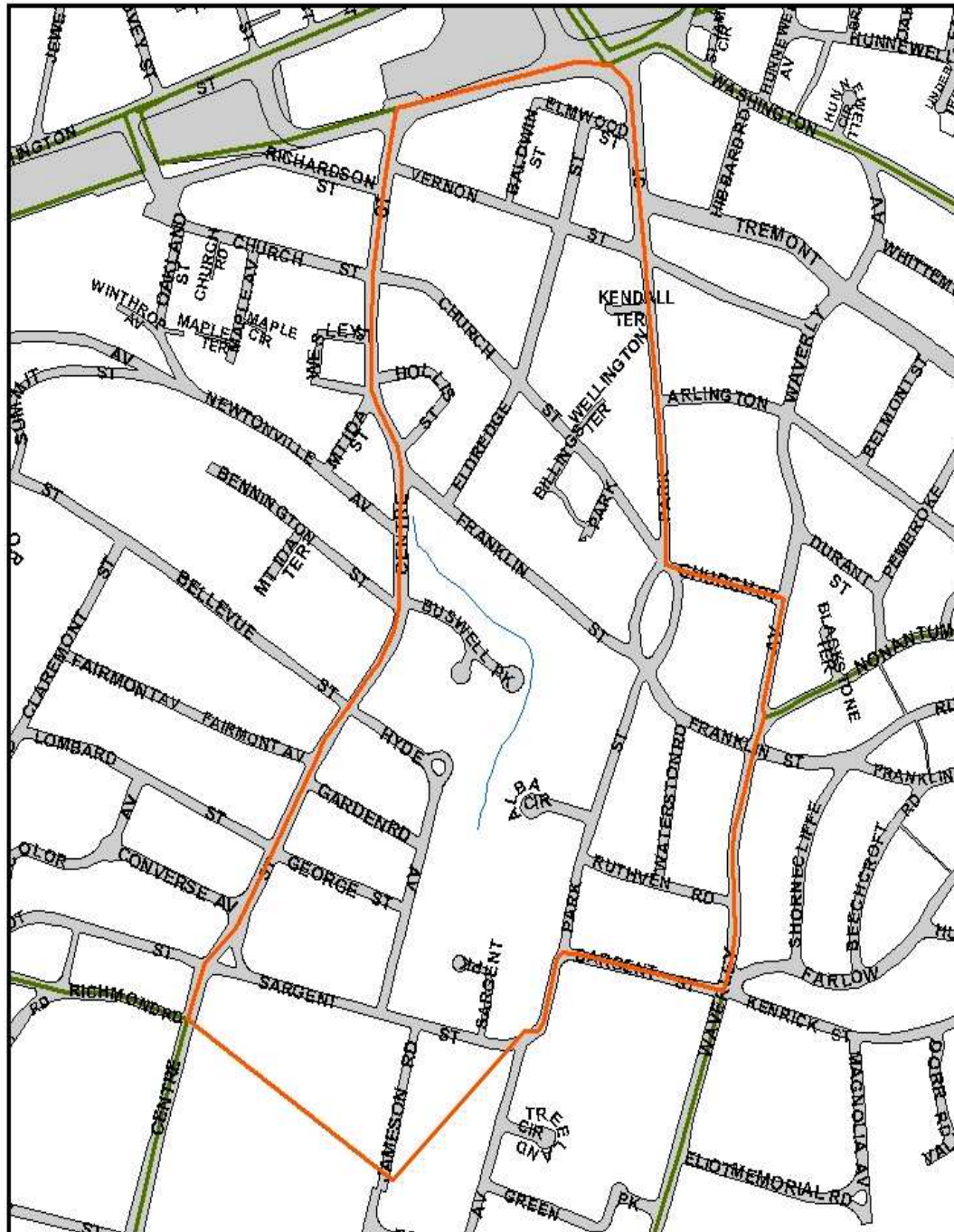
MAP DATE: June 30, 2005

250 125 0 250 500 750 1,000 1,250 1,500 1,750 2,000 2,250 2,500 2,750 3,000 Feet



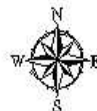






City of Newton Snow Plowing Routes

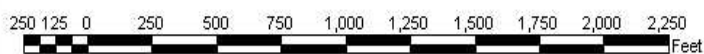
26

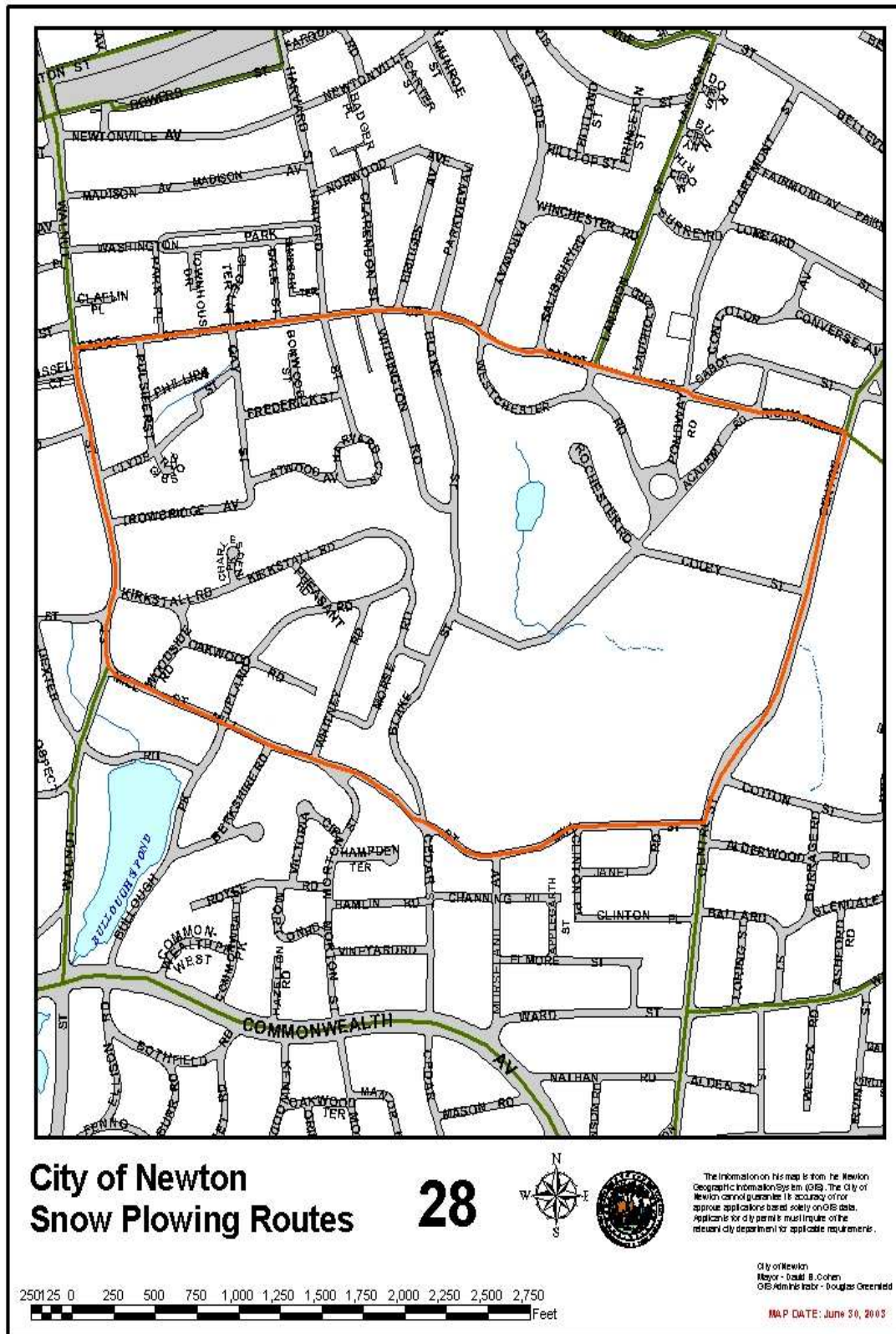


The information on this map is from the Newton Geographic Information System (GIS). The City of Newton cannot guarantee the accuracy or for purposes of application based solely on GIS data. Applicants for city permits must inquire of the relevant city department for applicable requirements.

City of Newton
Mayor - David B. Cohen
GIS Administrator - Douglas Greenfield

MAP DATE: June 30, 2003







City of Newton Snow Plowing Routes

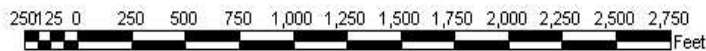
29

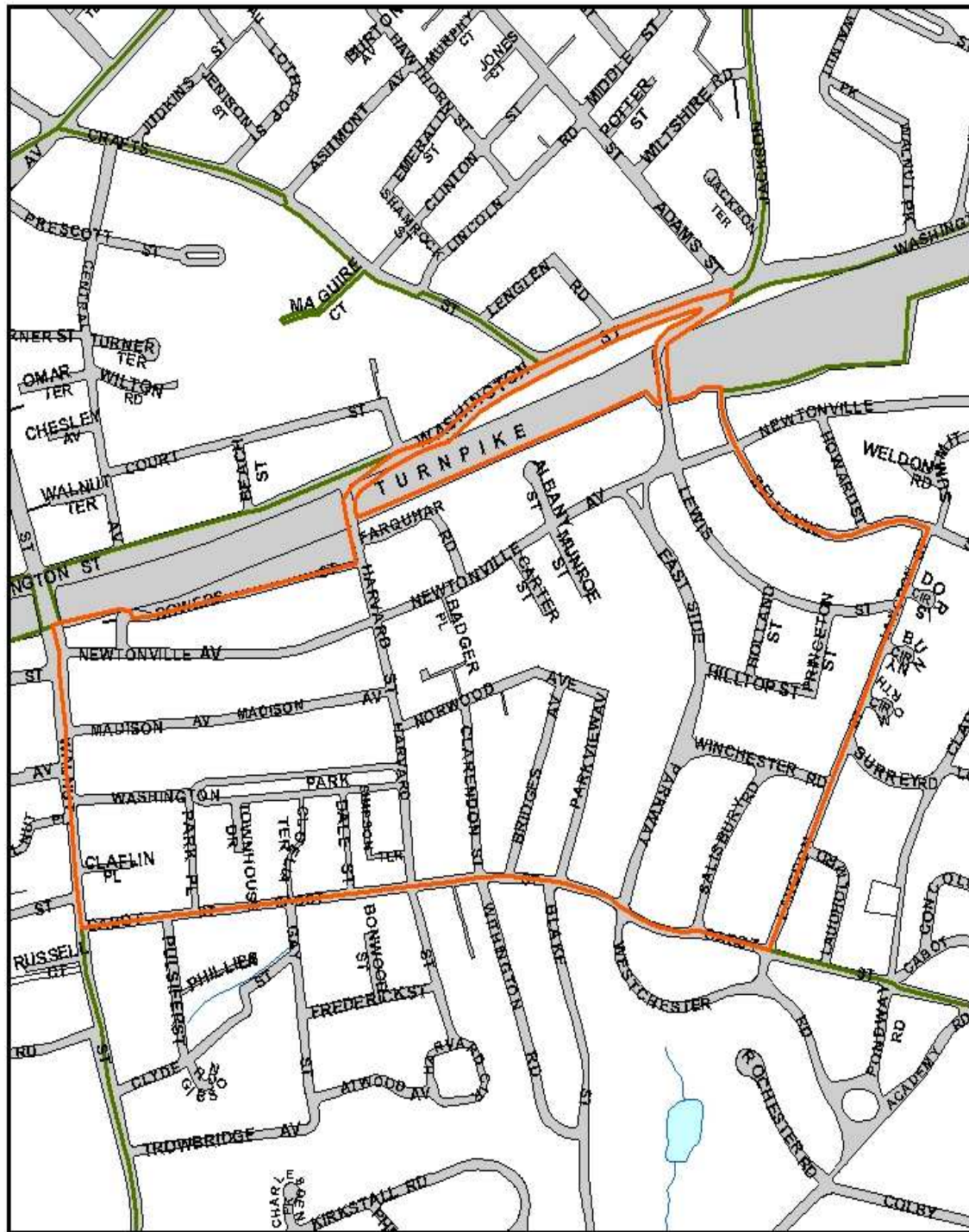


The information on this map is from the Newton Geographic Information System (GIS). The City of Newton cannot guarantee the accuracy of or approve applications based solely on GIS data. Applicants for a permit must inquire of the relevant city department for applicable requirements.

City of Newton
Mayor - David B. Cohen
GIS Administrator - Douglas Greenfield

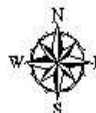
MAP DATE: June 30, 2003





City of Newton Snow Plowing Routes

30



The information on this map is from the Newton Geographic Information System (GIS). The City of Newton cannot guarantee the accuracy or for approval applications based solely on GIS data. Applications for city permits must include the relevant city department for applicable requirements.

City of Newton
Mayor - David A. Cohen
GIS Administrator - Douglas Orenfield

MAP DATE: June 30, 2003



Church St and Richardson St

22

At Fire Station and YMCA

City of Newton		Storm Date:		Time:		Minimum Number of Equipment	
Snow Equipment Assignment		Amount of Snow:					
Contractor Supervisor		Telephone #					
Route #	Route Description	Equipment Type	Driver	Plate #	Hire	Equipment Registration	
Contractors Snow Plowing Routes							
1st Priority							
Main St.	Centre St - Watertown Line to Commonwealth Ave						2 Large Pieces
	Cabot St - Walnut St to Centre St						
	Walnut St - Commonwealth Ave to Washington St						
	Tremont St - Washington St to Brighton Town Line						
	Waverley Ave - Washington St to Ward St						2 Large Pieces
	Washington St - Mass Pike To Brighton Town Line						
	Ward St - Commonwealth Ave to Commonwealth Ave						
	Hammond St - Commonwealth Ave to Ward St						
20	CHARLESBANK RD./ HUNNEWELL						2 Pieces
21	TREMONT/ WAVERLY/ ARLINGTON						1 Pieces
22	KENRICK/ FARLOW HILL/ FRANKLIN						2 Pieces
23	LORNA RD./ OVERLOOK PK./ MANET RD						1 Pieces
24	ALDEN RD./ SUMNER ST./ GRANT						1 Pieces
25	COTTON ST./ STUART RD./ IRELAND						2 Pieces
26	CHURCH ST./ VERNON/ SARGENT						2 Pieces
27	MILL ST./ VICTORIA CIRC./ MORSELAND						1 Pieces
28	CABOT ST./ KIRKSTALL/ GAY ST.						2 Pieces
29	NEWTONVILLE AVE./ MT IDA/CONCLOR						2 Pieces
30	LEWIS TER./ BOWERS/ WASH. PK.						2 Pieces
Route #	Dead End Vehicle Supervisor's Truck Spare Trucks	Truck Type	Driver	Plate #	Hire	Equipment Registration	Back-up Equipment

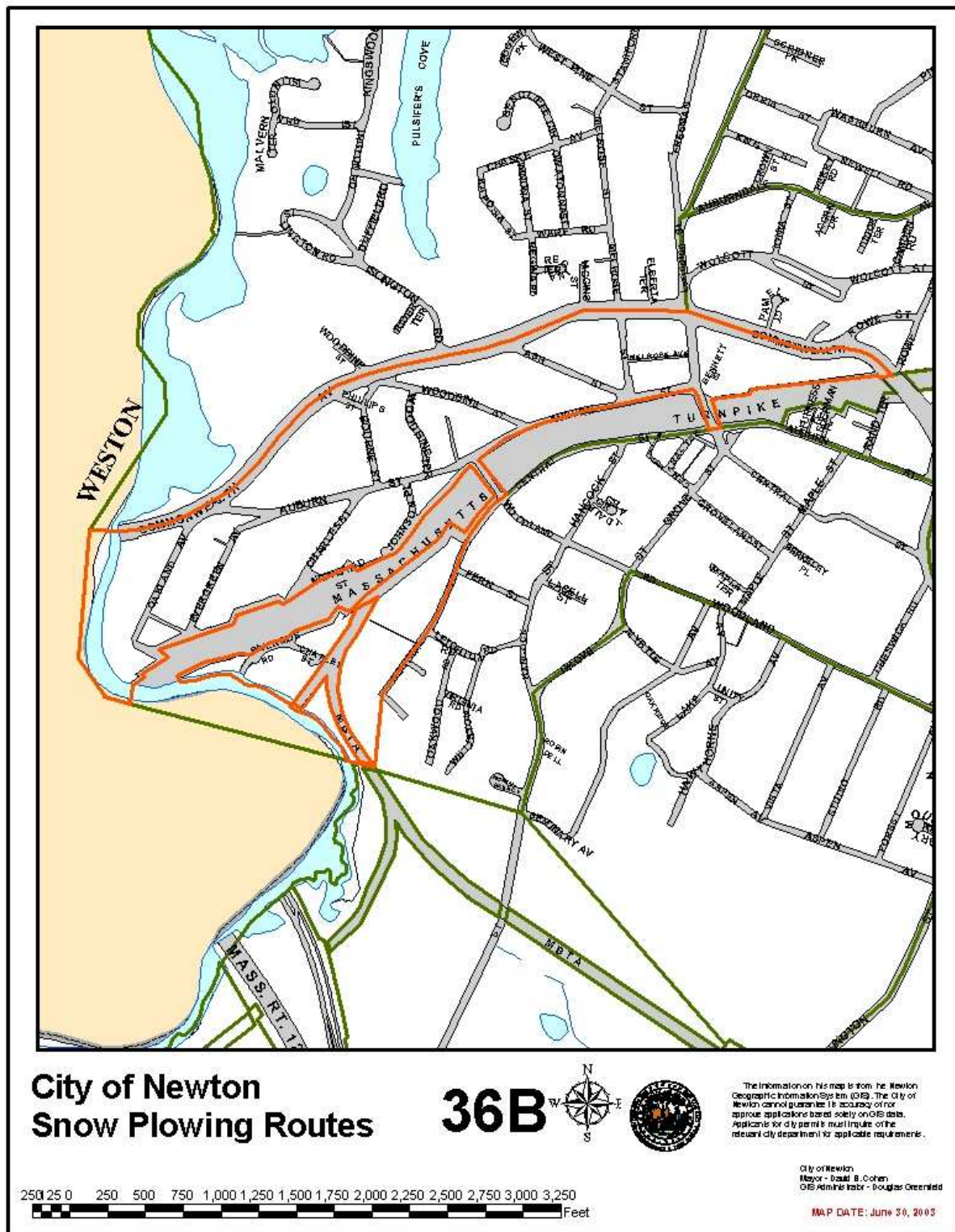
CATEGORY 2

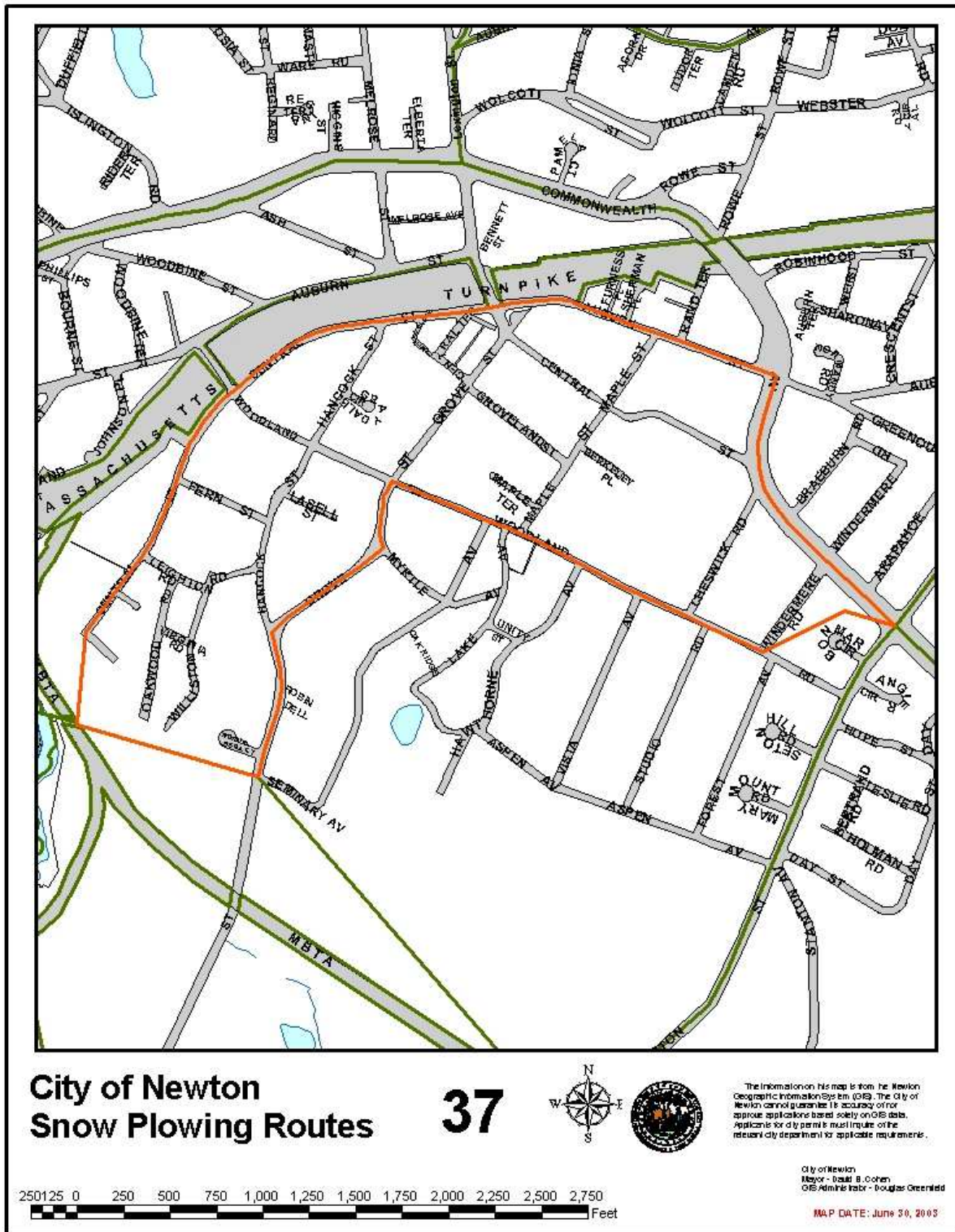
SNOW PLOWING OF CITY STREETS

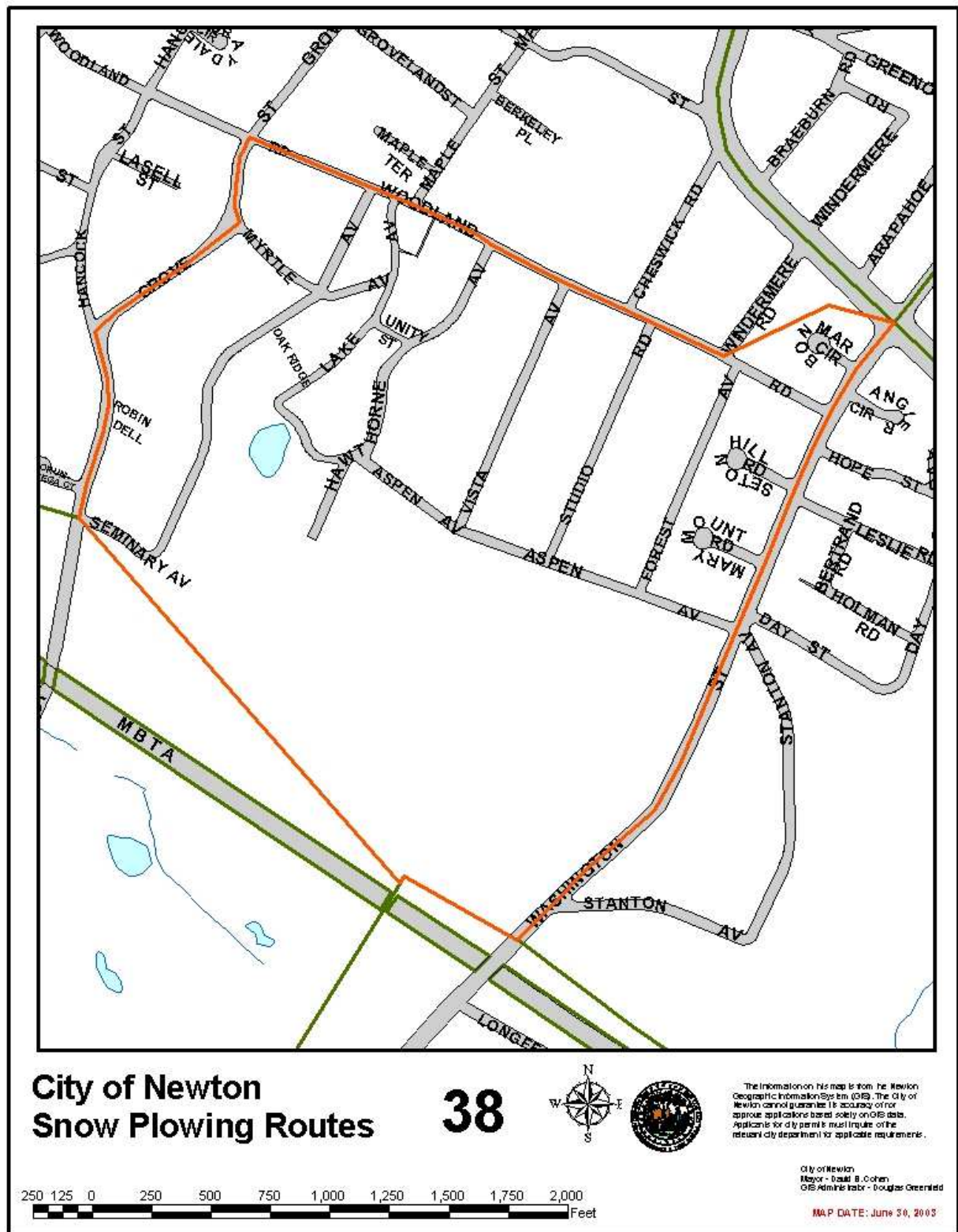
Routes 36A, 36B, 37, 38, 39, 60

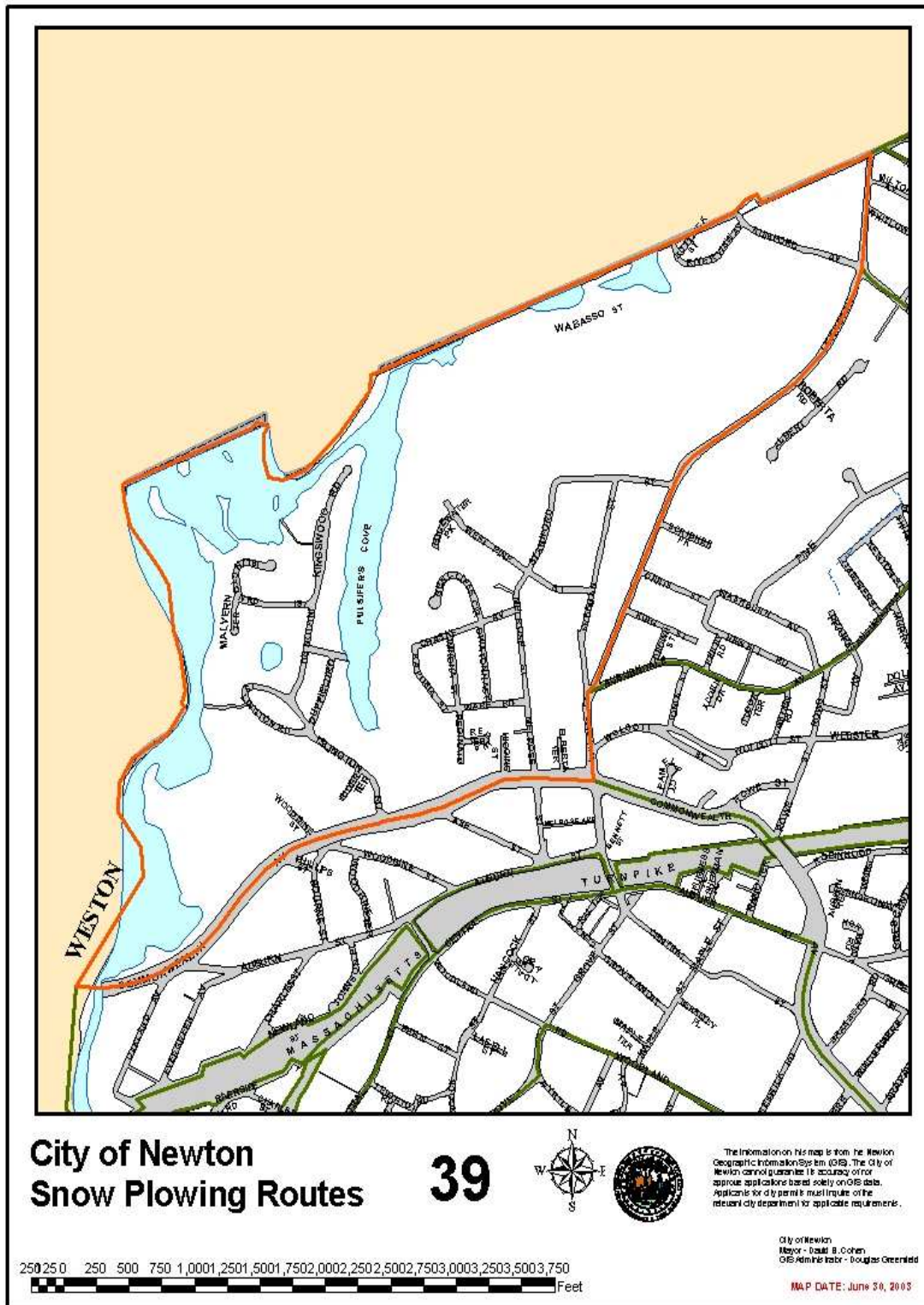
- * Lexington Street
- * Grove Street

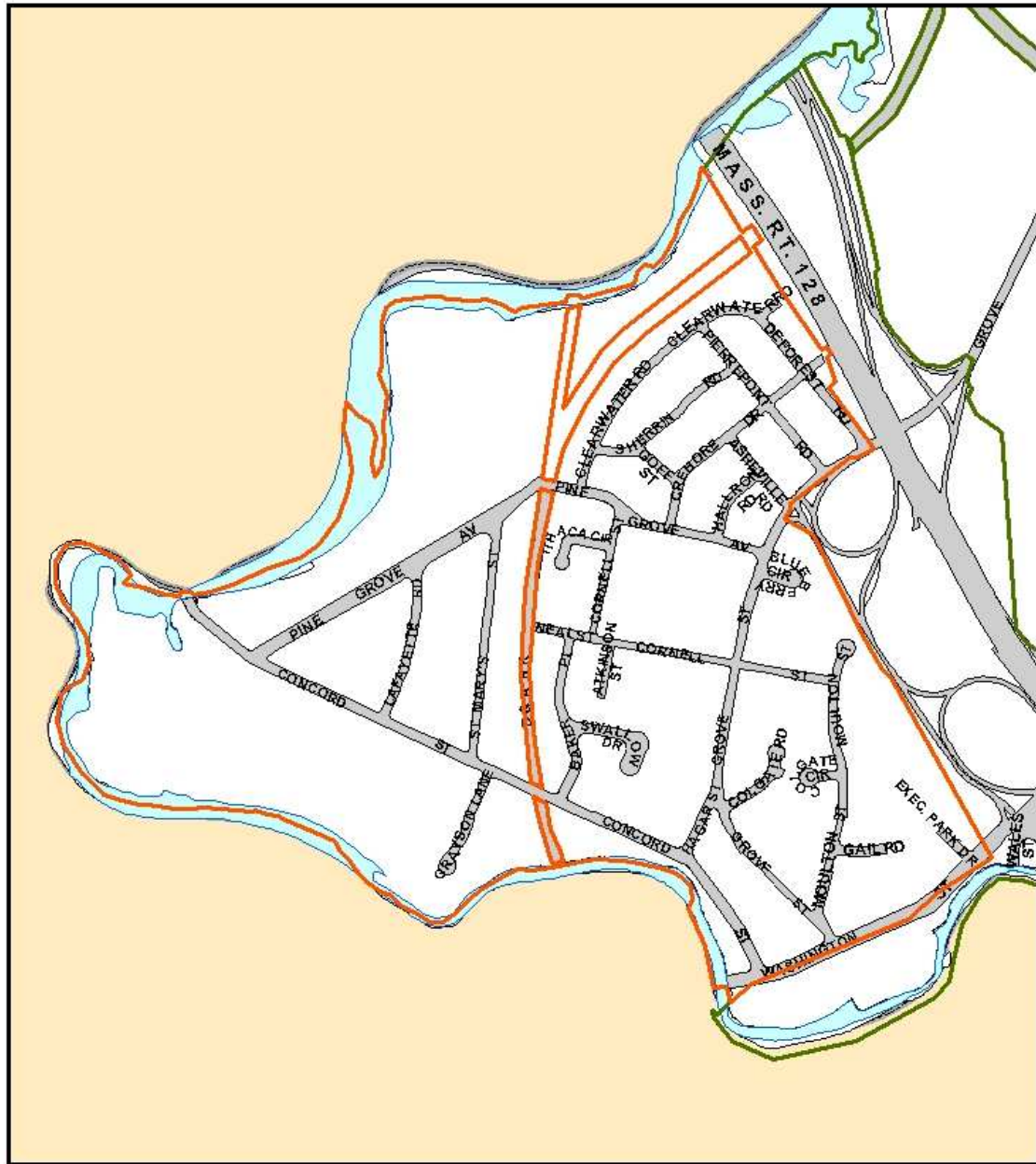
* **Main streets are not listed in detailed routes but are included in the category**





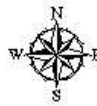






City of Newton Snow Plowing Routes

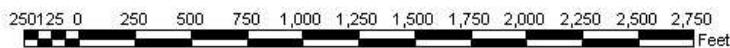
60



The information on this map is from the Newton Geographic Information System (GIS). The City of Newton cannot guarantee its accuracy or for applications based solely on GIS data. Applicants for city permits must inquire of the relevant city department for applicable requirements.

City of Newton
Mayor - David B. Cohen
GIS Administrator - Douglas Greenfield

MAP DATE: June 30, 2003



Category 2

Designated Auburn St and Lexington St
Across from Business , along Mass Pike

Total Number of Equipment

11

City of Newton		Storm Date:		Time:		Minimum Number of Equipment
Snow Equipment Assignment		Amount of Snow:				
Contractor Supervisor		Telephone #				
Route #	Route Description	Equipment Type	Driver	Plate #	Hire	Equipment Registration
Contractors Snow Plowing Routes						
1st Priority						
Main St	Lexington St - Waltham Town Line to Grove St					2 Pieces
	Grove St - Lexington St to Washington St					
	Concord St Washington St to Weston Town Line					
	Hagar St Concord St to Grove St					
36A	AUBURN ST./ CURVE ST./ ROBINHOOD RD.					1 Pieces
36B	EVERGREEN AVE./ASH ST./ MELROSE AVE.					1 Pieces
37	CENTRAL ST./ HANCOCK ST./ MAPLE ST					1 Pieces
38	WOODLAND RD./ LAKE AVE./ ASPEN AVE.					2 Pieces
39	ISILINGTON RD./FREEMAN ST./ RUMFORD AVE.					2 Pieces
60	CLEARWATER RD./ CONCORD ST./ CORNELL ST.					2 Pieces
Route #	Dead End Vehicle	Truck Type	Driver	Plate #	Hire	Registration
	Supervisor's Truck					
	Spare Trucks					

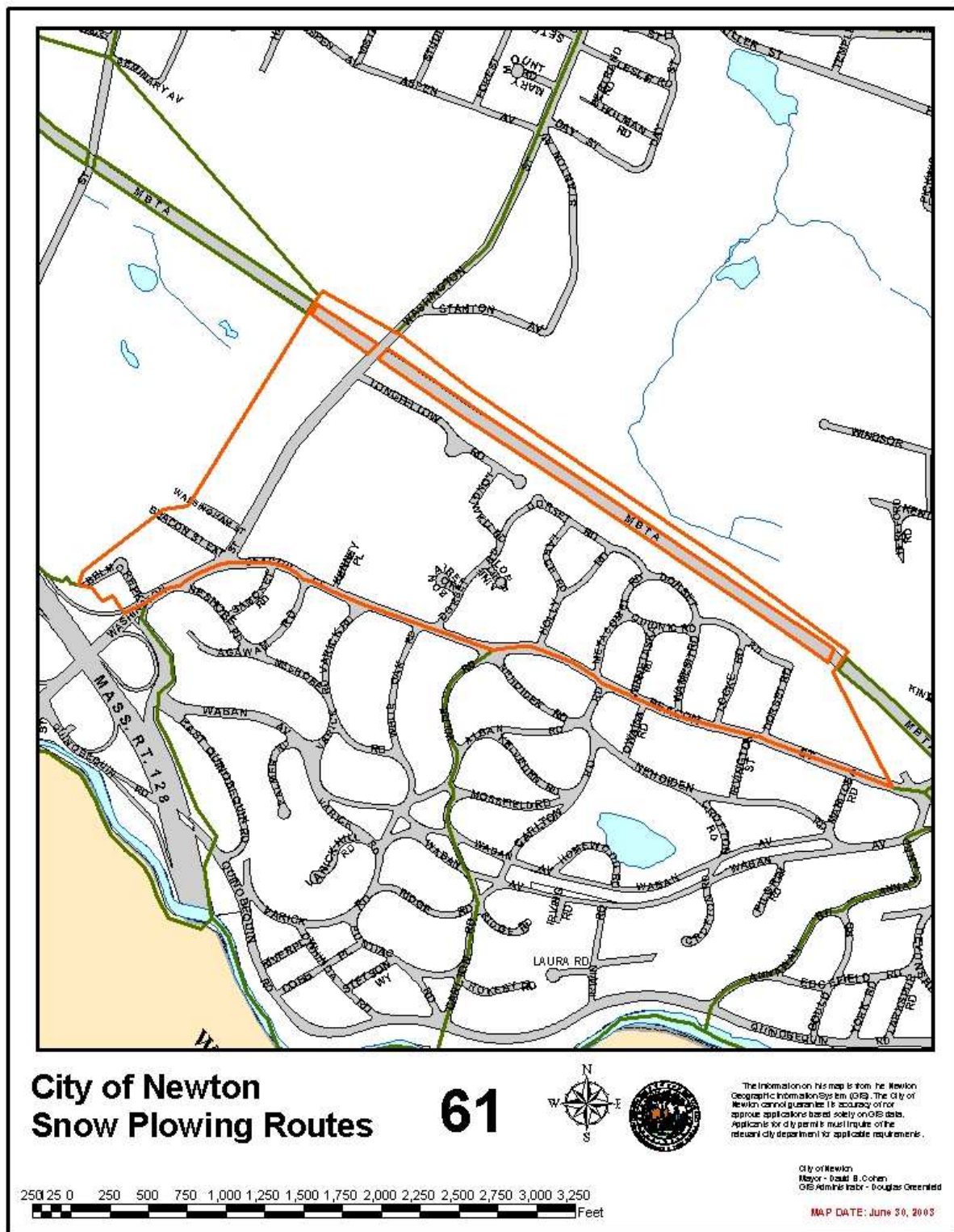
CATEGORY 3

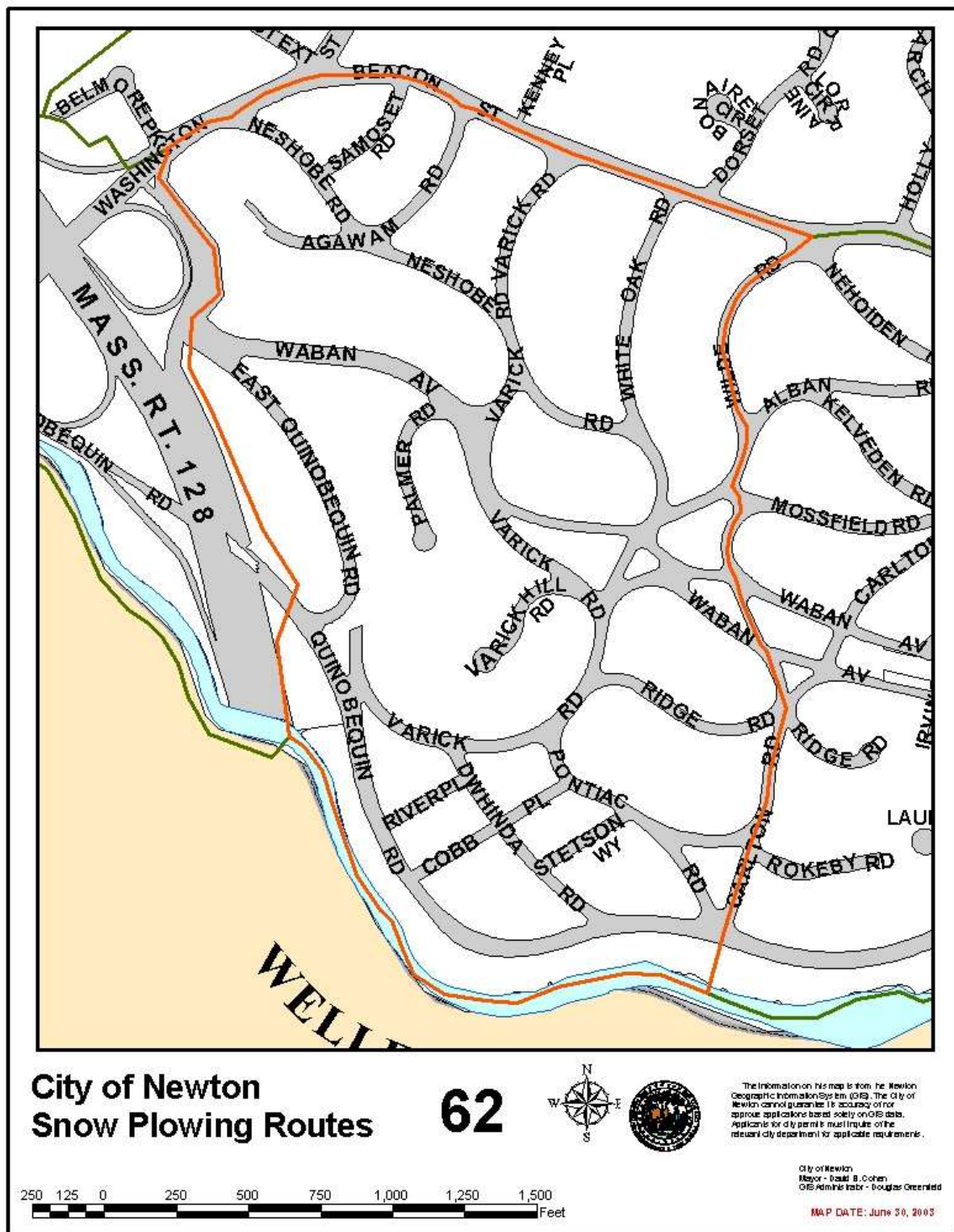
SNOW PLOWING OF CITY STREETS

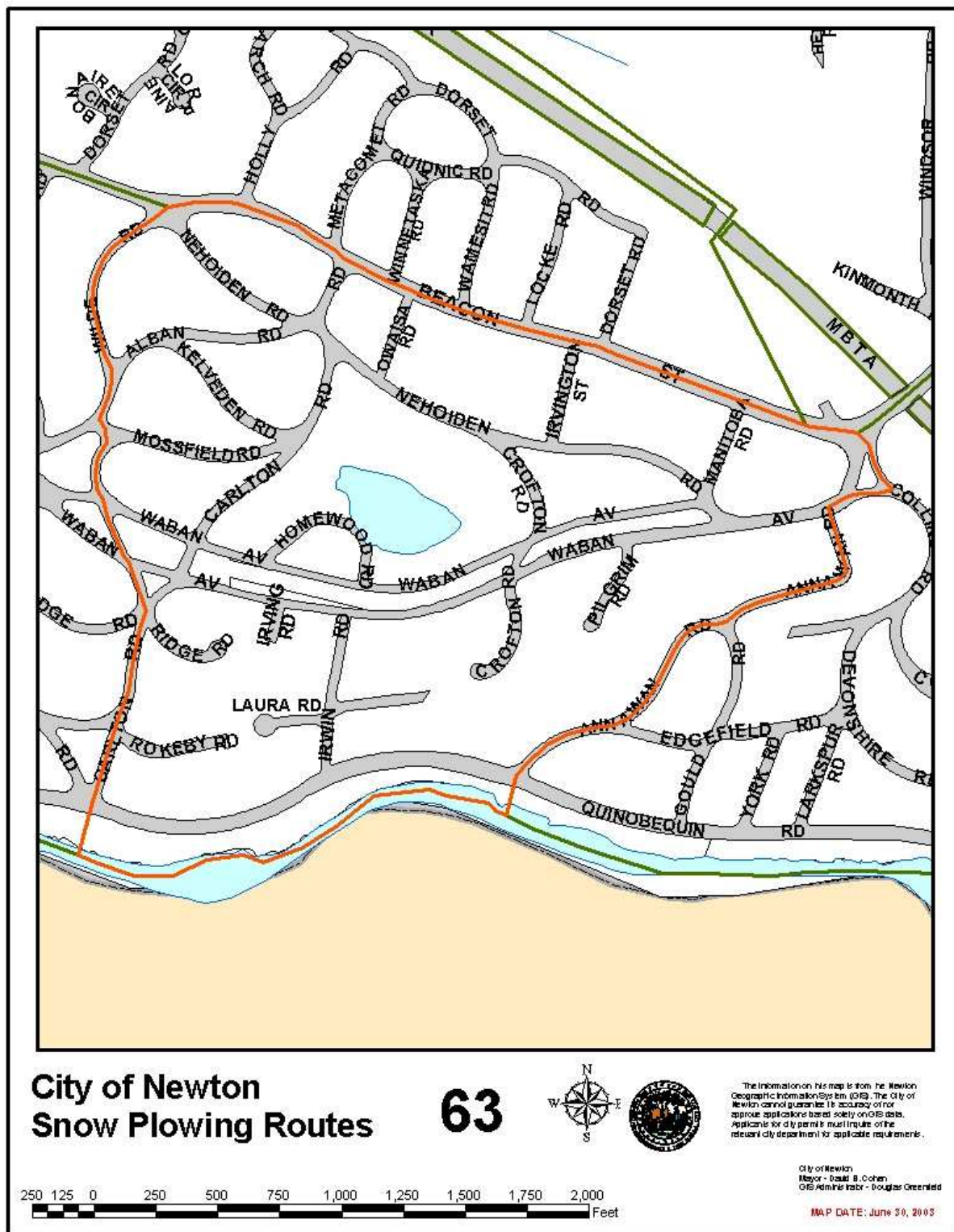
Routes 61, 62, 63, 64, 65, 66, 79, 80

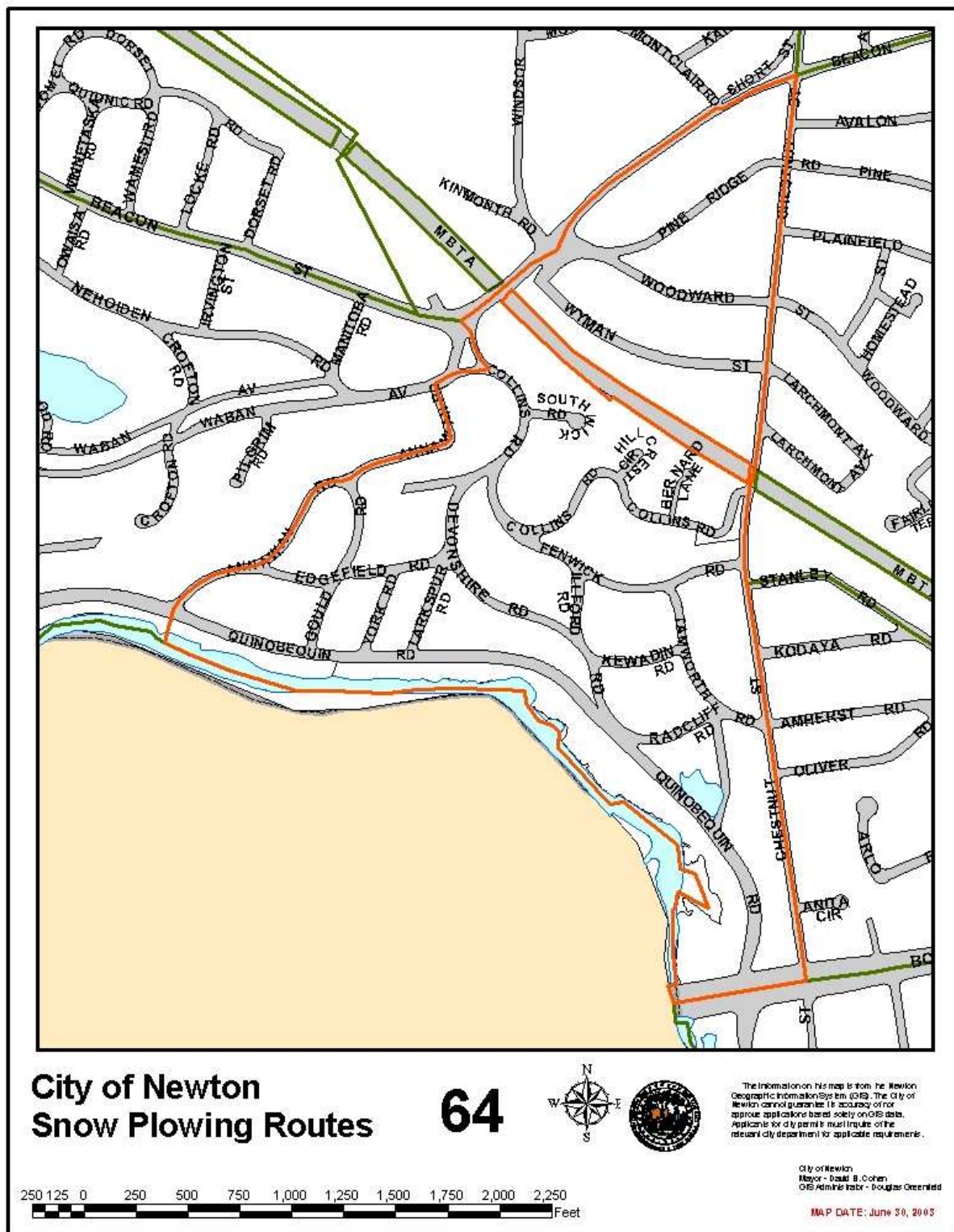
- * Beacon St – Washington St to Walnut St
- * Chestnut St – Commonwealth Ave to Oak St

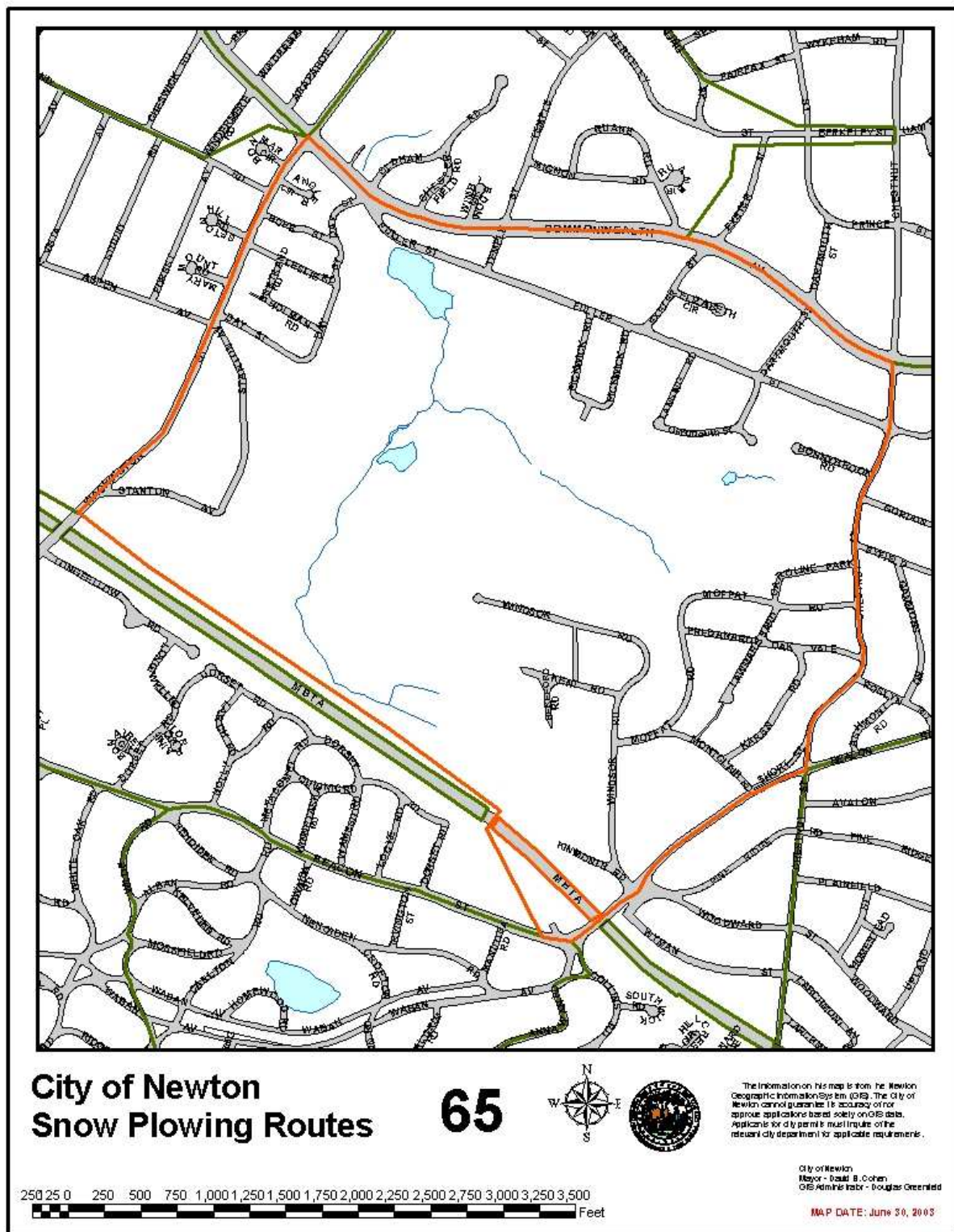
* **Main streets are not listed in detailed routes but are included in this category**

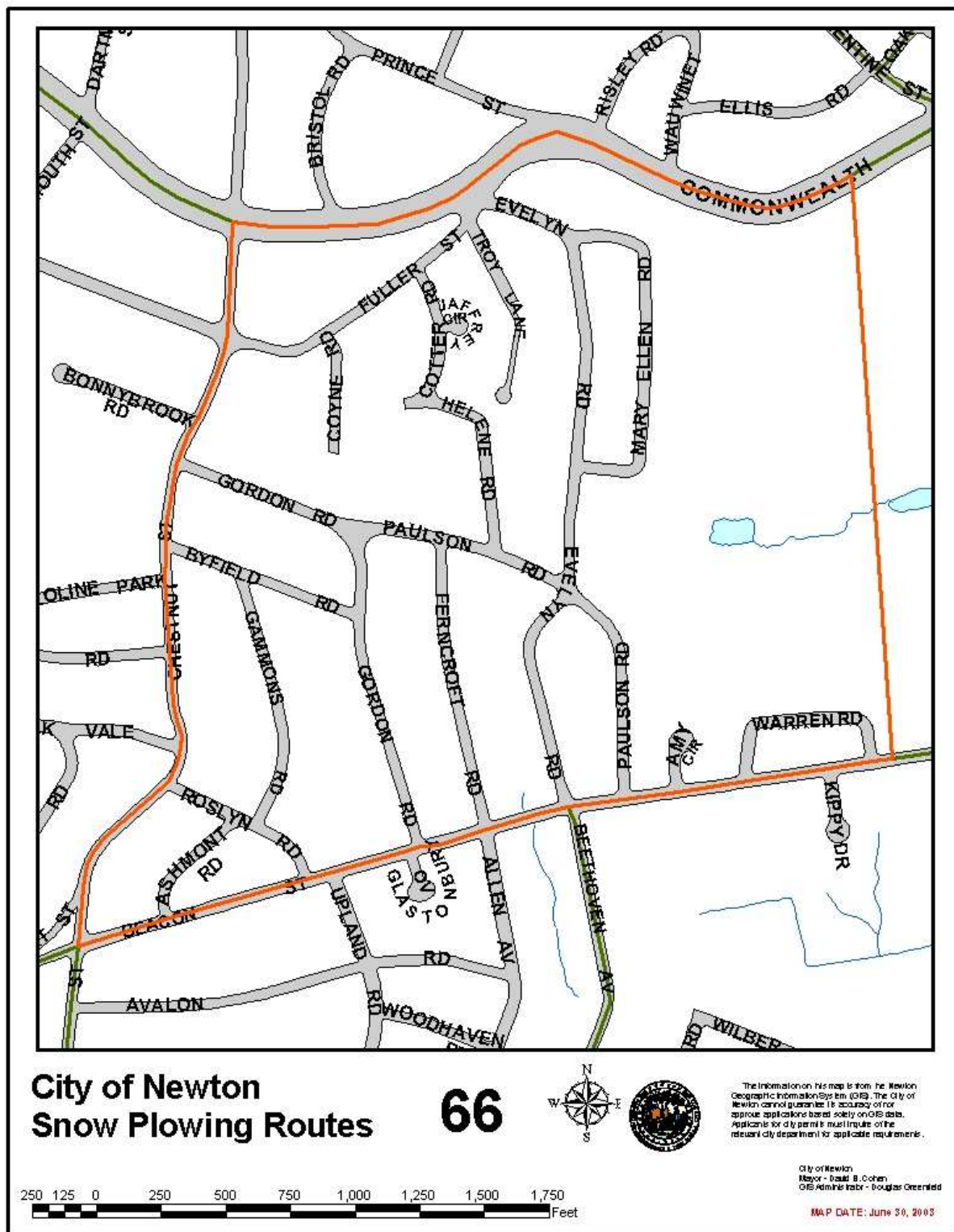


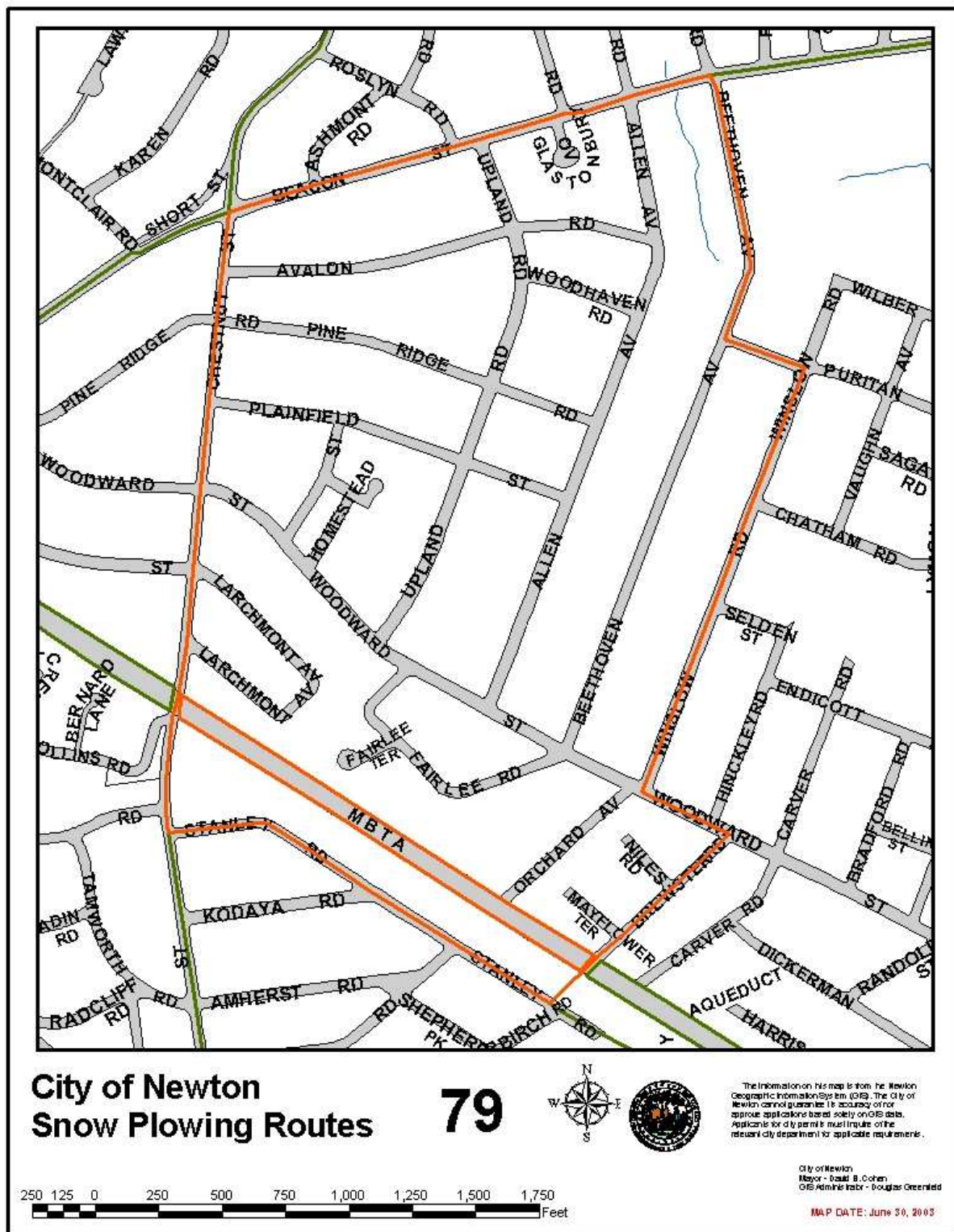


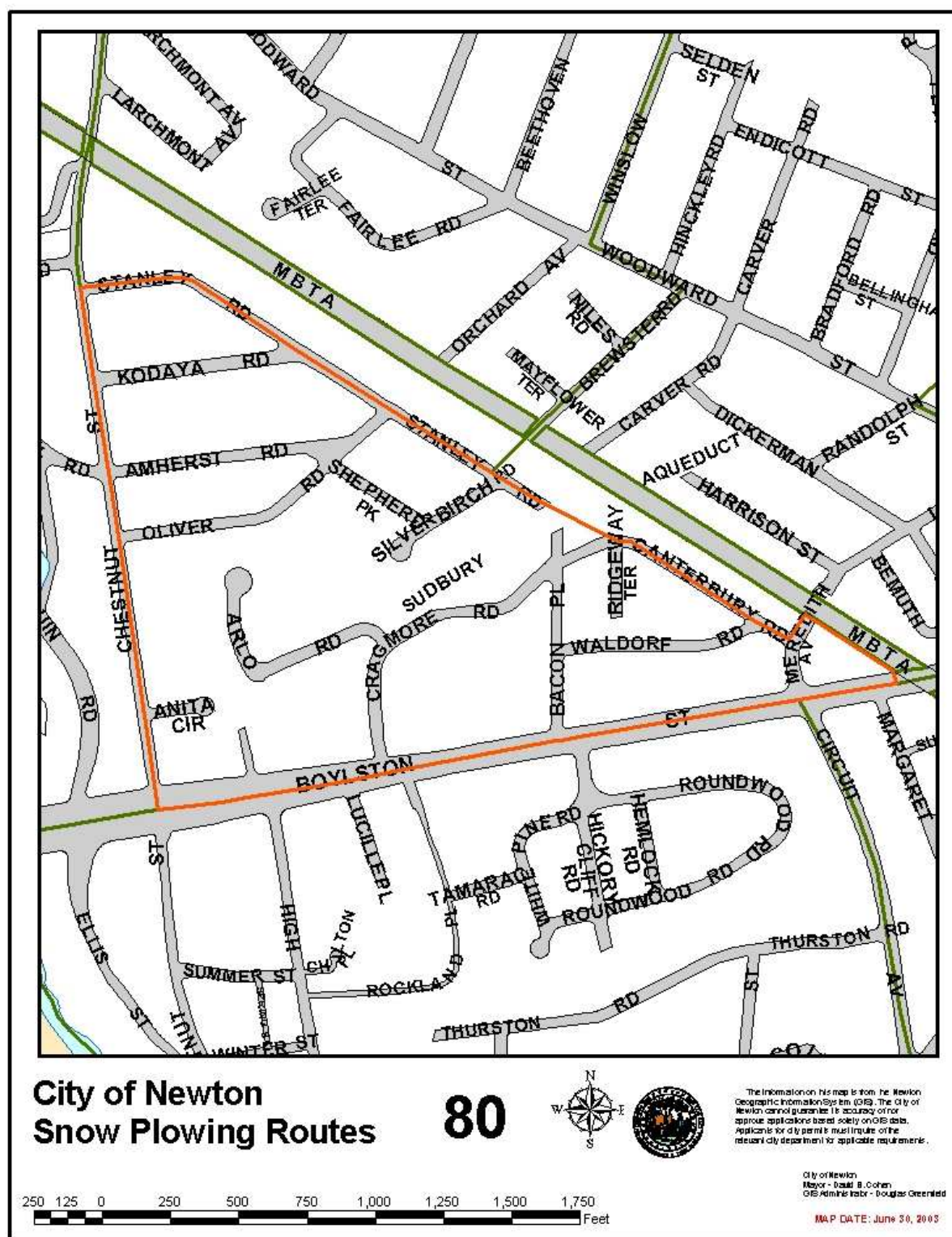












Category 3

Designated Meeting Point:

Beacon St and Woodward St At Waban Library

Total Number of Equipment	16
Total Number of Equipment	16

City of Newton		Storm Date:		Time:		Minimum Number of Equipment
Snow Equipment Assignment		Amount of Snow:				
Contractor Supervisor		Telephone #				
Route #	Route Description	Equipment Type	Driver	Plate #	Hire	Equipment Registration
Contractors Snow Plowing Routes						
1st Priority						
Main St.	Beacon St - Washington St to Walnut St					2
	Woodward St - Beacon St to Rt9					Pieces
	Chestnut St - Commonwealth Ave to Oak St					2
	Fuller St - Commonwealth Ave to Commonwealth Ave					Pieces
61	Dorset,Larch,Locke,Longfellow Rds.					1 Pieces
62	Varick,Agawam,Dwhinda Rds.,Cobbs Pl.					1 Pieces
63	Carleton,Alban,Irving,Rokeby Rds.					2 Pieces
64	Collins,Annaawan,Devonshire,Edgefield Rds.					2 Pieces
65	Fuller St.,Moffat Rd.,Windsor Rd.,Dartmouth					2 Pieces
66	Gordon Rd.,Kippy Dr.,Paulson Rd.,Troy Ln.					1 Pieces
79	Woodward(Boylston to Beacon),Upland Allen,Fairlee,Mayflower					2 Pieces
80	Waldorf,Bacon Pl.,Cragmore,Anita Cir.,Oliver					1 Pieces

Route #	Dead End Vehicle	Truck Type	Driver	Plate #	Hire	Equipment Registration	Back-up Equipment
	Supervisor's Truck						
	Spare Trucks						

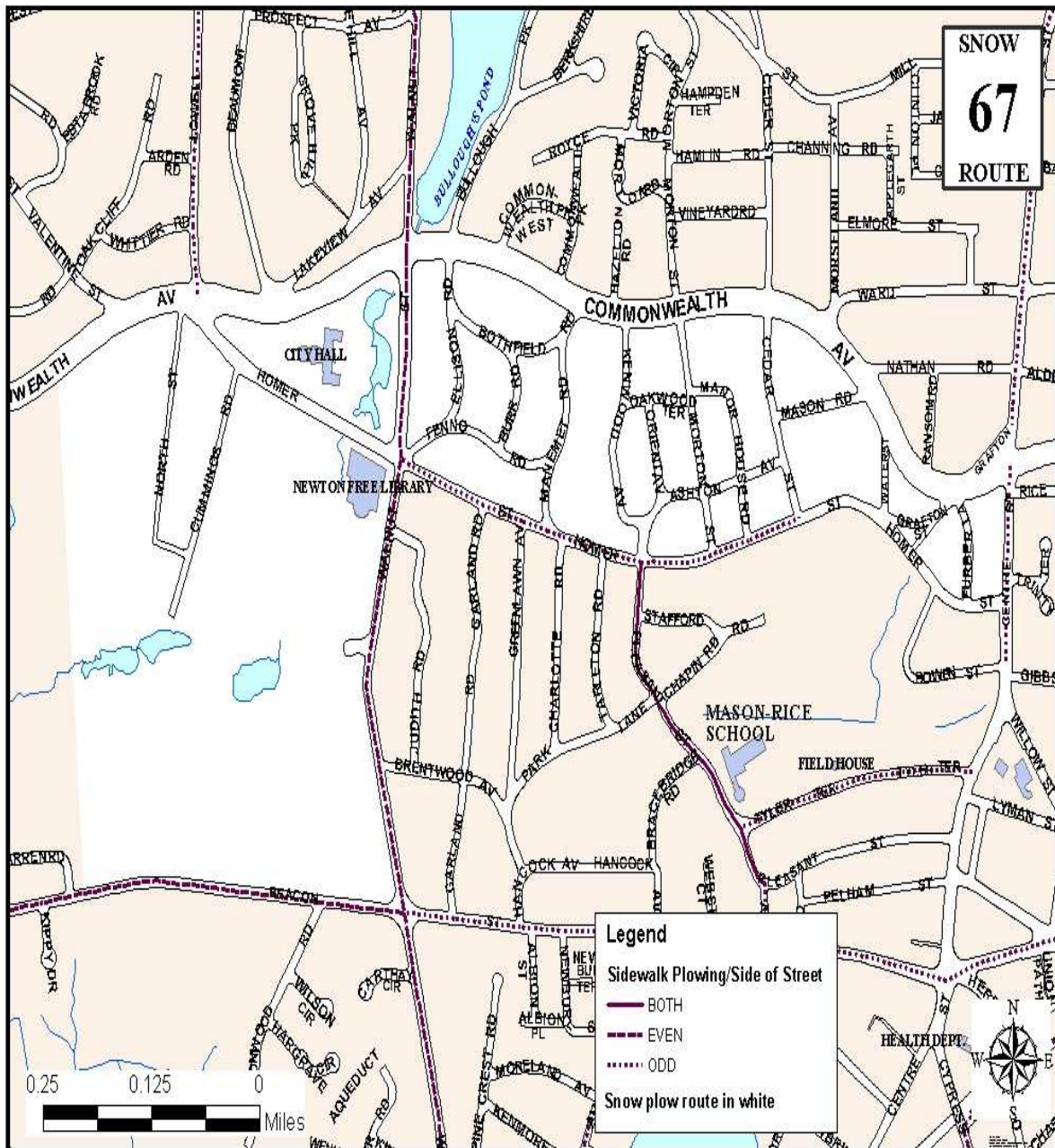
CATEGORY 4

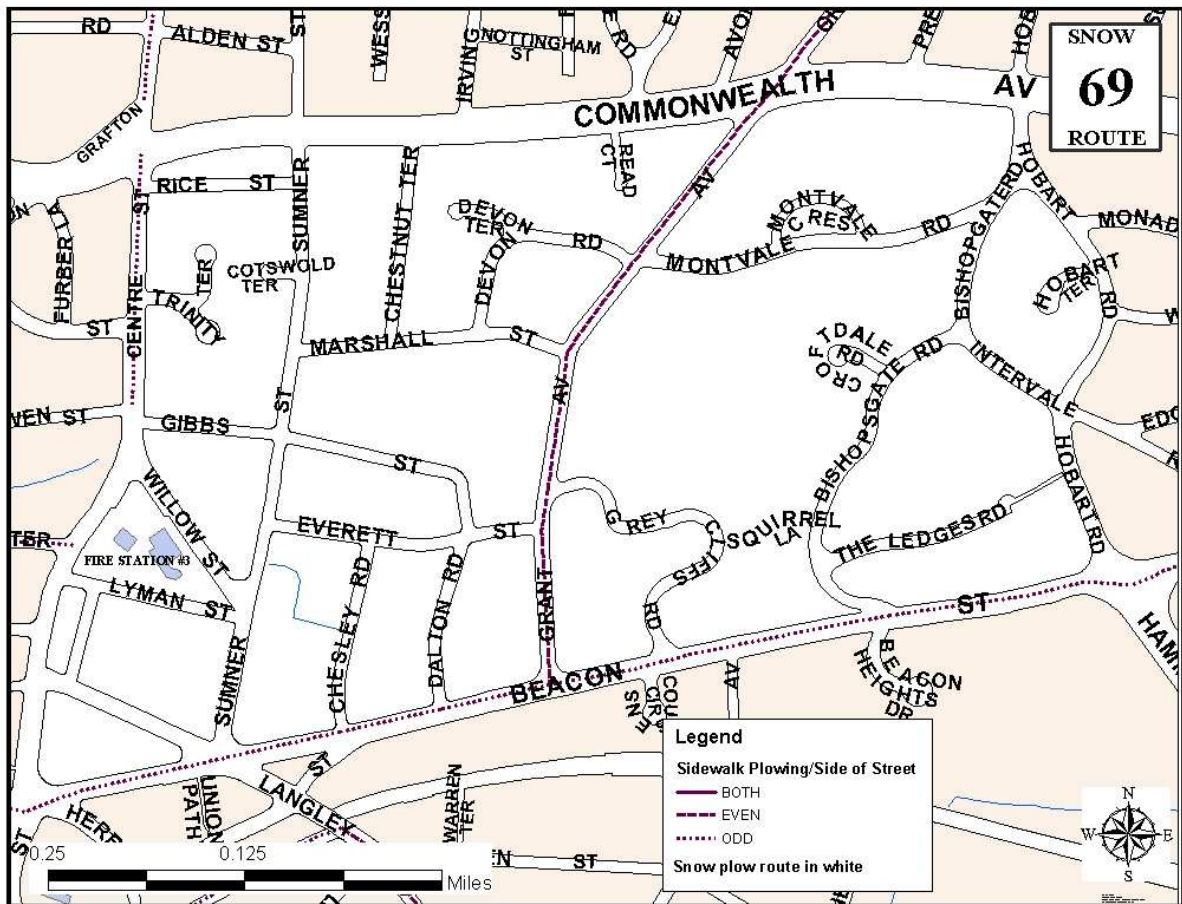
SNOW PLOWING OF CITY STREETS

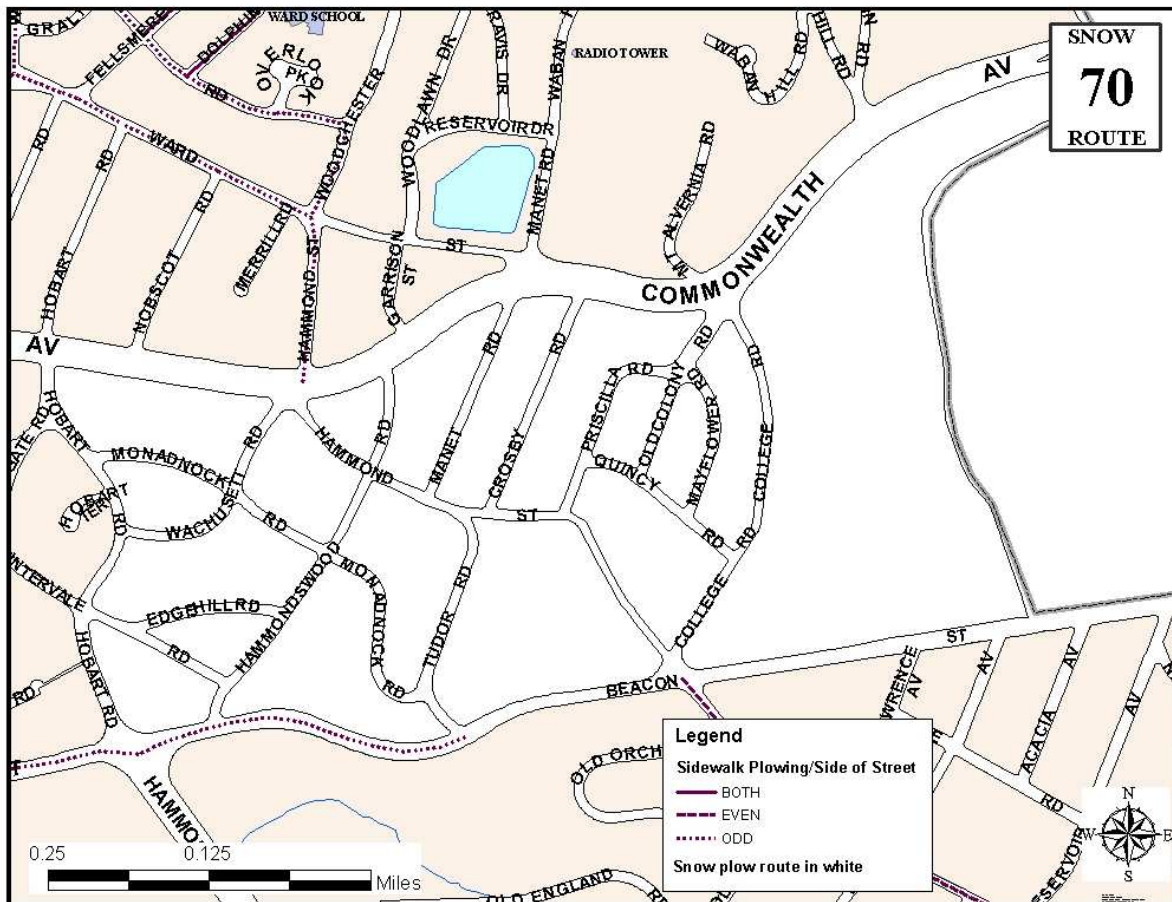
Routes 67, 68, 69, 70, 71

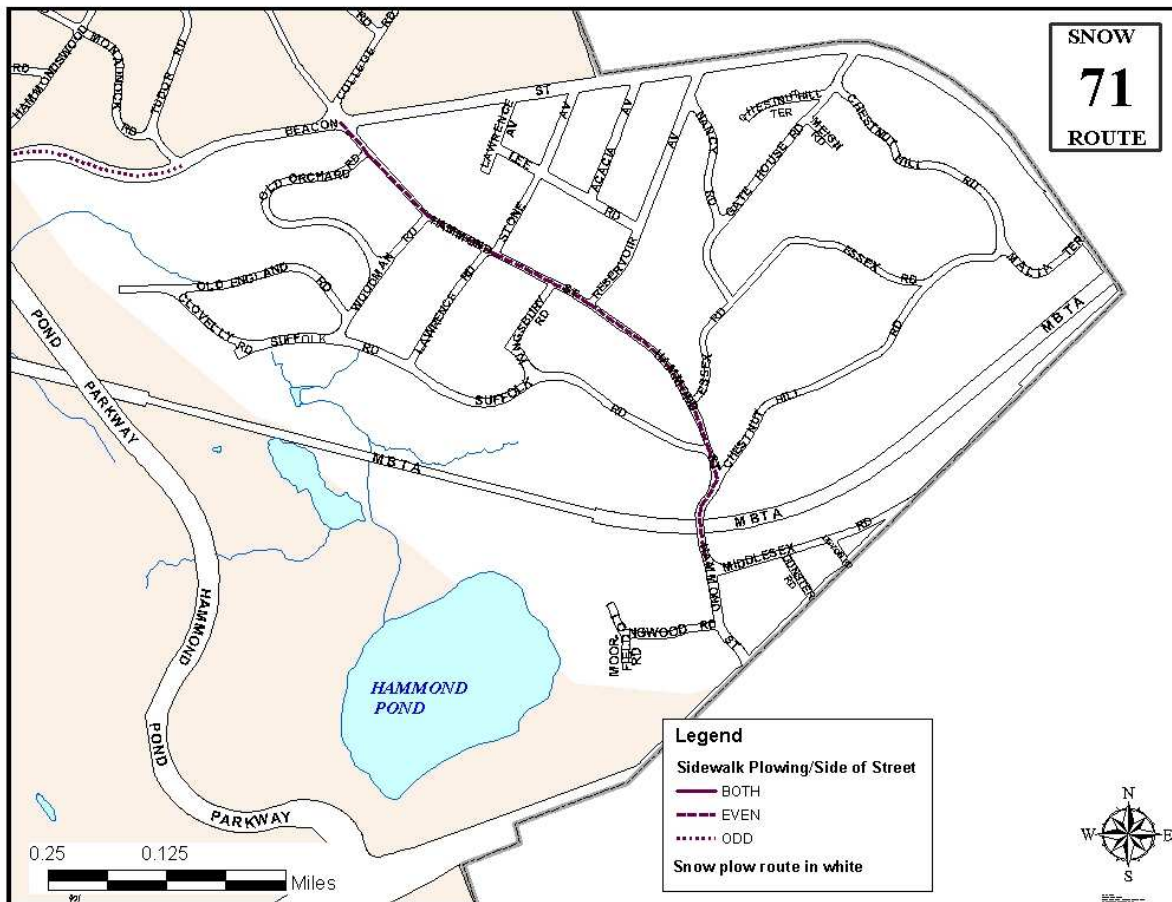
- * Beacon St – Walnut St. to Boston Line
- * Langley Rd. – Centre St. to Beacon St.

* **Main streets are not listed in detailed routes but are included in this category**









Category 4

Designated Meeting Points

Willow St at Newton Center Fire Station Headquarters

Total Number of Equipment

12

City of Newton		Storm Date:		Time:		Minimum Number of Equipment
Snow Equipment Assignment		Amount of Snow:				
Contractor Supervisor		Telephone #				
Route #	Route Description	Equipment Type	Driver	Plate #	Hire	Equipment Registration
Contractors Snow Plowing Routes						
1st Priority						
Main St.	Beacon St - Walnut St to Boston Line					
	Homer St - Commonwealth Ave to Centre St					
	Langley Rd - Centre St to Beacon St					
	Grant Ave - Commonwealth Ave to Beacon St					
	Hammond St - Commonwealth Ave to Brookline Town line					
67	Homer St., Morton, Cedar St.					2 Pieces
68	Homer St., Pelham, Goddard, Judith, Pleasant					1 Pieces
69	Willow St., Lyman, Gibbs, Hobart, The Ledges					2 Pieces
70	College Rd., Crosby Rd., Hammondswood					1 Pieces
71	Hammond St., (Beacon to Boylston), Gatehse Nancy, Suffolk Rd.					2 Pieces

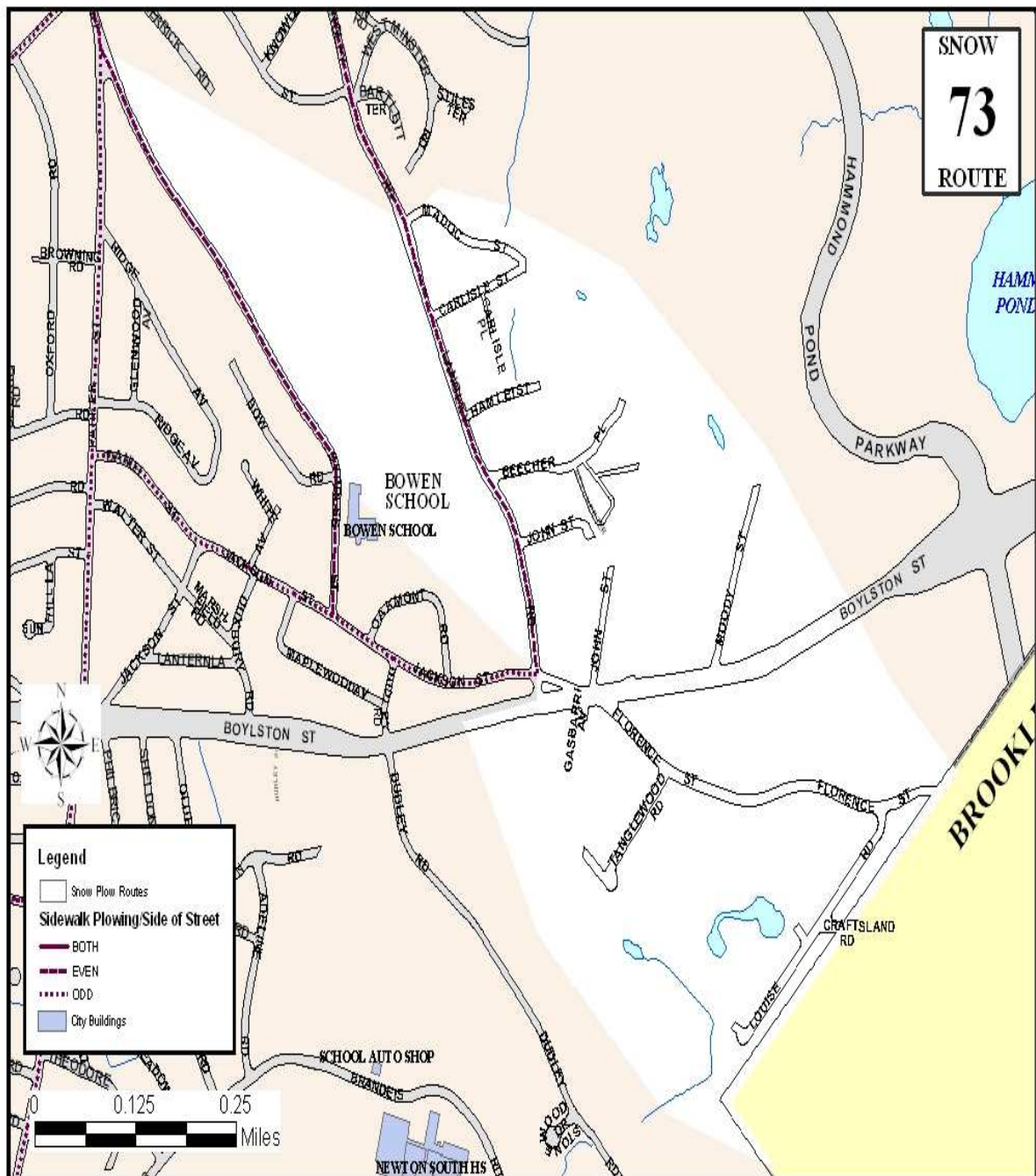
Route #	Dead End Vehicle	Truck Type	Driver	Plate #	Hire	Equipment Registration	Back-up Equipment
	Supervisor's Truck						
	Spare Trucks						

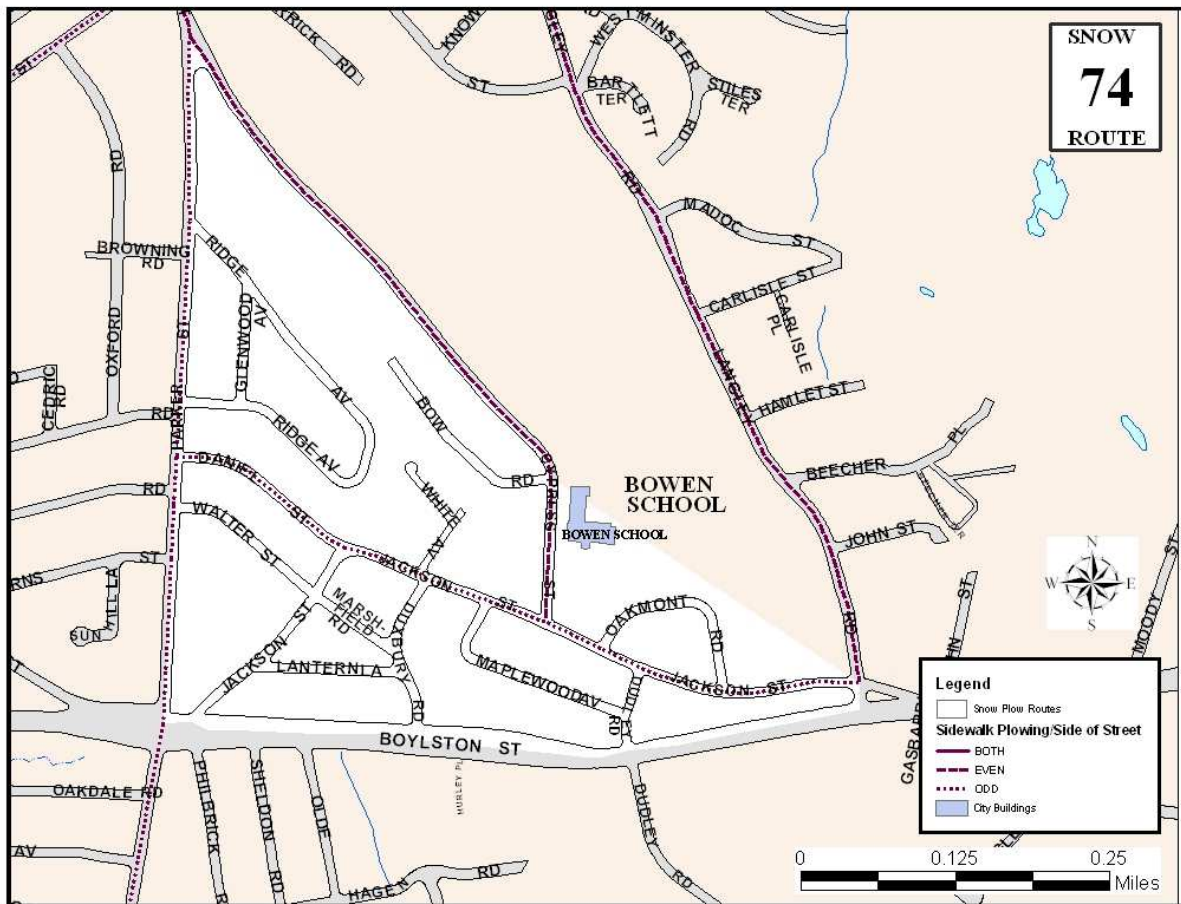
CATEGORY 5

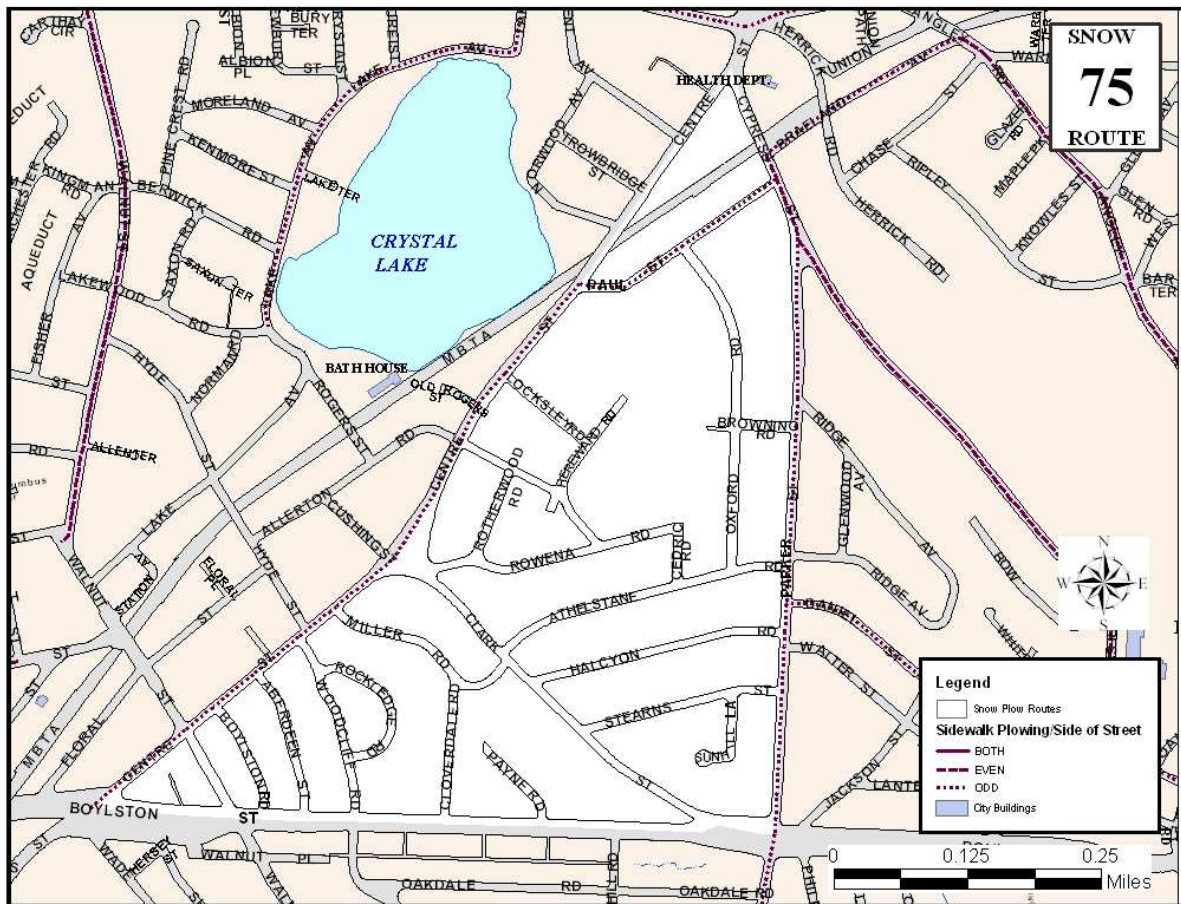
SNOW PLOWING OF CITY STREETS

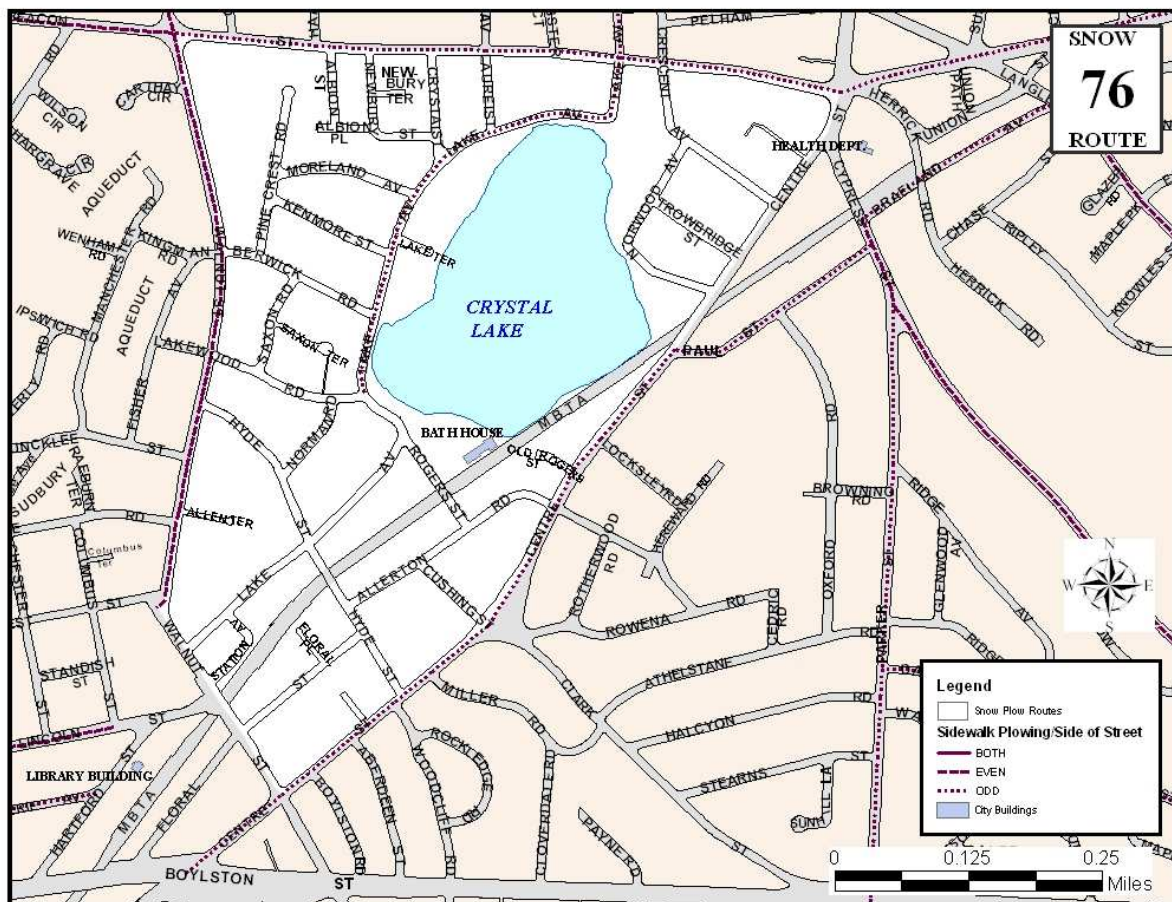
- Routes 72, 73, 74, 75, 76, 77, 78
- * Langley Rd – Beacon St to Rte 9
- * Cypress St – Jackson St to Beacon St
- * Jackson St – Langley Rd to Rte 9
- * Walnut St – Route 9 to Commonwealth Ave
- * Centre St – Route 9 to Commonwealth Ave

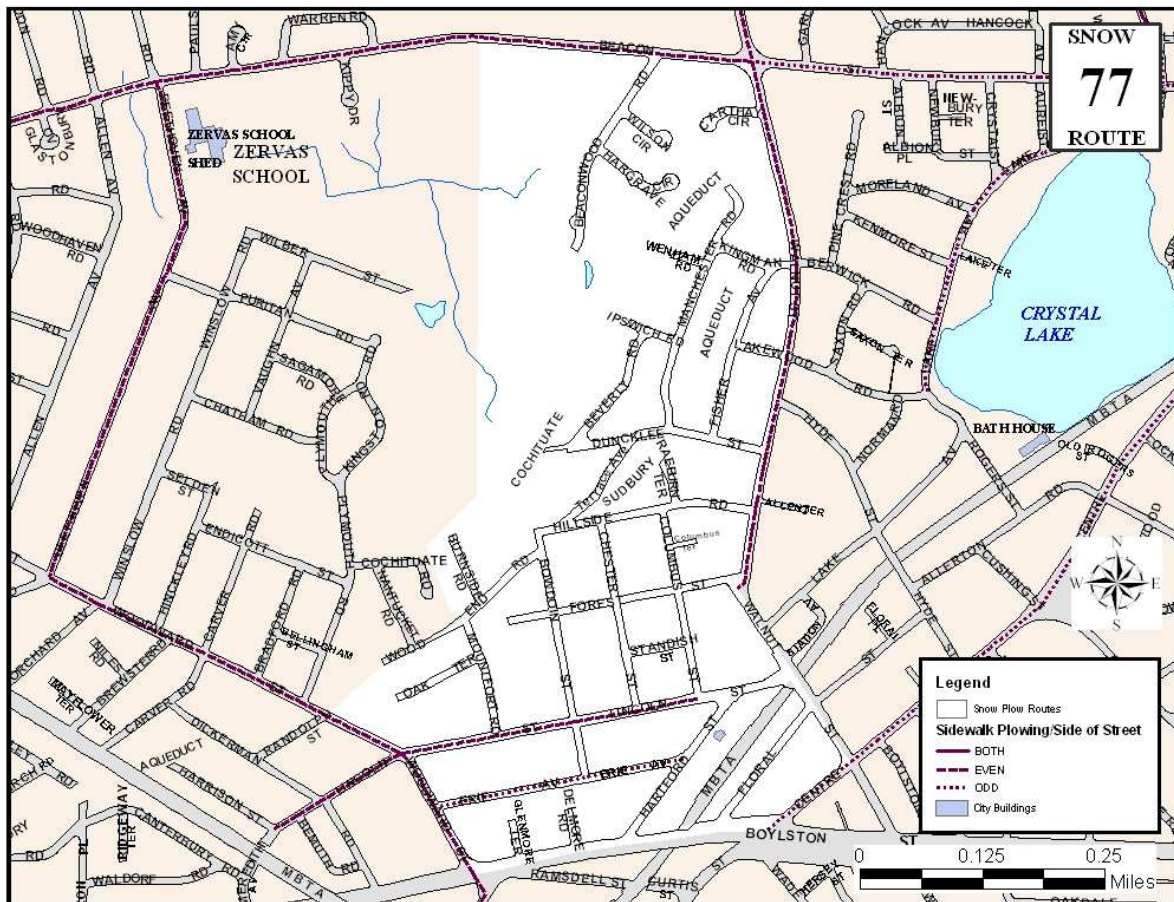
* **Main streets are not listed in detailed routes but are included in this category**

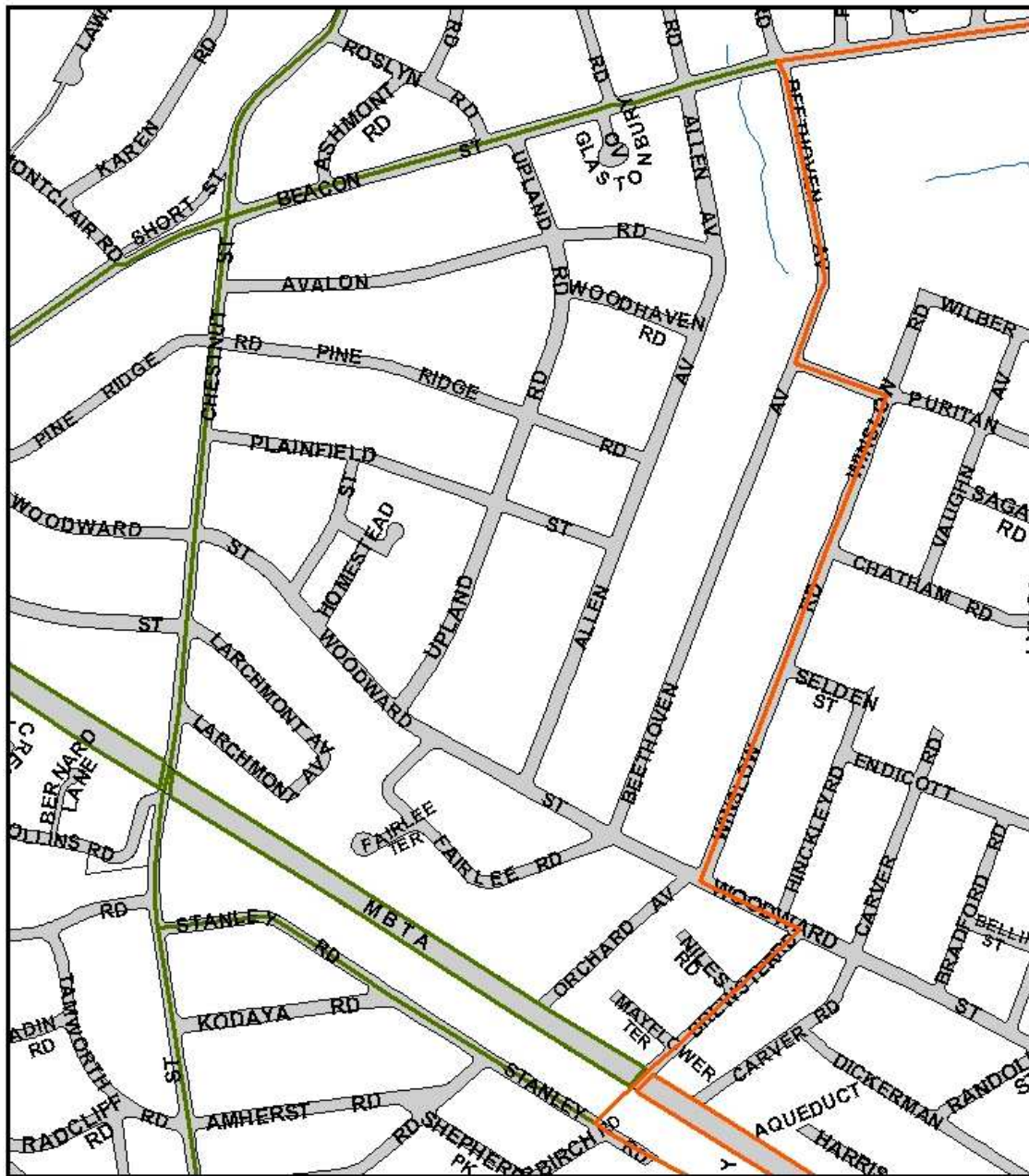






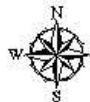






City of Newton Snow Plowing Routes

78



The information on this map is from the Newton Geographic Information System (GIS). The City of Newton cannot guarantee its accuracy or for appropriate applications based solely on GIS data. Applicants for city permits must inquire of the relevant city department for applicable requirements.

City of Newton
Mayor - David S. Cohen
GIS Administrator - Douglas Greenfield

MAP DATE: June 30, 2005

250 125 0 250 500 750 1,000 1,250 1,500 1,750 Feet

Appendix B

Plowing Performance Report

Call out date and time: _____ CONTRACTOR(S) show time: _____

Release date and time: _____ CONTRACTOR(S): _____

Official Snowfall: _____

CONTRACTOR(S) Supervisor: _____ City Snow Inspector: _____

Nextel/Phone Number: _____

Equipment Assignment Record

Route Equipment type assigned

ADD ADDITIONAL SHEETS AS NEEDED.

Route Report Checklist

City Snow inspector to check each item as an indicator of plowing performance.

Item	Superior	Above Average	Standard	Below Standard
Reporting w/in 2 hrs				
Contracted # of supv. Present				
Vehicles prepared to plow				
First pass				
Pushed Back				
One Way streets				
Dead Ends				
Blocked streets				
Intersections				

Final approval and decision as to the acceptance of CONTRACTOR(S)(S) performance shall rest with the Commissioner of Public Works or his designee.

Released by: _____ Date/Time: _____
City Snow Inspector

Appendix C

Bid for Hourly Plowing Services

The bidder will submit the total hourly costs for plowing services for each vehicle, regardless of size, plowing snow/ice less than 2". This service will be considered augmenting the city plowing operation. In the event that the Commissioner of Public Works or his designee determines that the plowing operation should be a normal storm event, the plow rate will be based on the bid submitted in Appendix A.

Category 1 - Year 1 \$_____

Category 1 - Year 2 \$_____

Category 1 - Year 3 \$_____

Category 2 - Year 1 \$_____

Category 2 - Year 2 \$_____

Category 2 - Year 3 \$_____

Category 3 - Year 1 \$_____

Category 3 - Year 2 \$_____

Category 3 - Year 3 \$_____

Category 4 - Year 1 \$_____

Category 4 - Year 2 \$_____

Category 4 - Year 3 \$_____

Category 5 - Year 1 \$_____

Category 5 - Year 2 \$_____

Category 5 - Year 3 \$_____

COMPANY: _____

Contact person: _____

END OF SECTION

CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

None of the following forms are required at the time of bid submittal.

CITY-CONTRACTOR AGREEMENT

CONTRACT NO. C-

THIS AGREEMENT made this day of _____ in the year Two Thousand and Nine by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

SNOW PLOWING SERVICES – 37 Routes in 5 Categories

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation to Bid RFQ # 10-11 issued by the Purchasing Department;
- c. The Bidding Documents for Snow Plowing Services including the Invitation for Bids, Attestation, Price Schedules, and all specifications, instructions, terms and conditions contained therein;
- d. Addenda Number(s) _____;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Purchase Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.
RATOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY - CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. **CONTRACT TERM.** The term of this Contract shall be from day of execution through June 30, 2010. The City, at its sole discretion, may extend the contract for two additional one-year term. Prices quoted must be firm throughout the term and any extension options exercised. It is understood that in the event the term of this contract extends beyond June 30th in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1st.
- VI. **AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by the Commissioner of Public Works or his designee in accordance with the terms of this Contract. The Contractor will be paid following completion and acceptance of the work authorized in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the work authorized or acceptance of the work whichever date is later.
- VII. **RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. **ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- IX. **TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- X. **GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XI. **SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XII. **AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

CITY OF NEWTON

By _____
Title _____
Date _____

By _____
Chief Procurement Officer
Date _____

Affix Corporate Seal Here

By _____
Commissioner of Public Works
Date _____

City funds in the amount of \$ _____
are available in account number:

By _____
Associate City Solicitor
Date _____

0140110-5273

I further certify that the Mayor
is authorized to execute contracts
and approve change orders

CONTRACT AND BONDS APPROVED

By _____
Comptroller of Accounts

By _____
David B. Cohen, Mayor
Date _____

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE SEAL HERE*
(Signature of **Clerk or Secretary**)*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

CITY OF NEWTON, MASSACHUSETTS

PERFORMANCE BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of _____ dollars (\$_____) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____, 2009 for the construction of _____ in Newton, Massachusetts.

(Project Title)

Now, the condition of this obligation is such that if the PRINCIPAL and all Sub-contractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the SURETY, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force, virtue and effect.

In the event, that the contract is abandoned by the PRINCIPAL, or in the event that the Obligee terminates the employment of the PRINCIPAL or the authority of the PRINCIPAL to continue the work said SURETY hereby further agrees that said SURETY shall, if requested in writing by the Obligee, take such action as is necessary to complete said contract.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this ____ day of ____ 2009.

PRINCIPAL

SURETY

BY _____
(SEAL)

BY _____
(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

Attachment B

CITY OF NEWTON

Contractors Certification

A Contractor will not be eligible for award of a contract, unless such contractor has submitted the following certification, which is deemed a part of the resulting contract.

CONTRACTOR'S CERTIFICATION

_____ Certifies that:
Contractor's Name

it tends to use the following listed construction trades in the work under the contract

_____ and

2. will comply with the minority manpower ration and specific affirmative action steps contained herein; and
3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

(Signature of authorized representative of Contractor)

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

Attachment C

CITY OF NEWTON

Subcontractors Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontractor.

SUBCONTRACTOR`S CERTIFICATION

Contractor's Name Certifies that:

it tends to use the following listed construction trades in the work under the contract

_____ and

will comply with the minority manpower ration and specific affirmative action steps contained herein; and

will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(Signature of authorized representative of Contractor)

In order to ensure that the said subcontractor's certification becomes part of all subcontracts under the prime contract, no subcontract shall be executed until an authorizee representative of the Administrative Agency administering this project has determined in writing, that the said certification has been incorporated in such subcontract, regardless of tier, Any subcontract executed without such written approval shall be void.

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

CITY OF NEWTON

SCHEDULE OF TRUCKS AND EQUIPMENT FOR SNOW PLOWING SERVICES

CONTRACTOR: _____

CONTRACT NO. _____

TELEPHONE NO: _____

CATEGORY: _____

NO. 1
Manufacturer:

Model / Type:

GVWR:

No. of Wheels:

4 Wheel Drive? (Yes or No):

Blade Size (feet):

Bucket/Dump Size (cubic yards):

City Plate No. (Provided by DPW):

NO.3
Manufacturer:

Model / Type:

GVWR:

No. of Wheels:

4 Wheel Drive? (Yes or No):

Blade Size (feet):

Bucket/Dump Size (cubic yards):

City Plate No. (Provided by DPW):

NO. 2
Manufacturer:

Model / Type:

GVWR:

No. of Wheels:

4 Wheel Drive? (Yes or No):

Blade Size (feet):

Bucket/Dump Size (cubic yards):

City Plate No. (Provided by DPW):

NO. 4
Manufacturer:

Model / Type:

GVWR:

No. of Wheels:

4 Wheel Drive? (Yes or No):

Blade Size (feet):

Bucket/Dump Size (cubic yards):

City Plate No. (Provided by DPW):